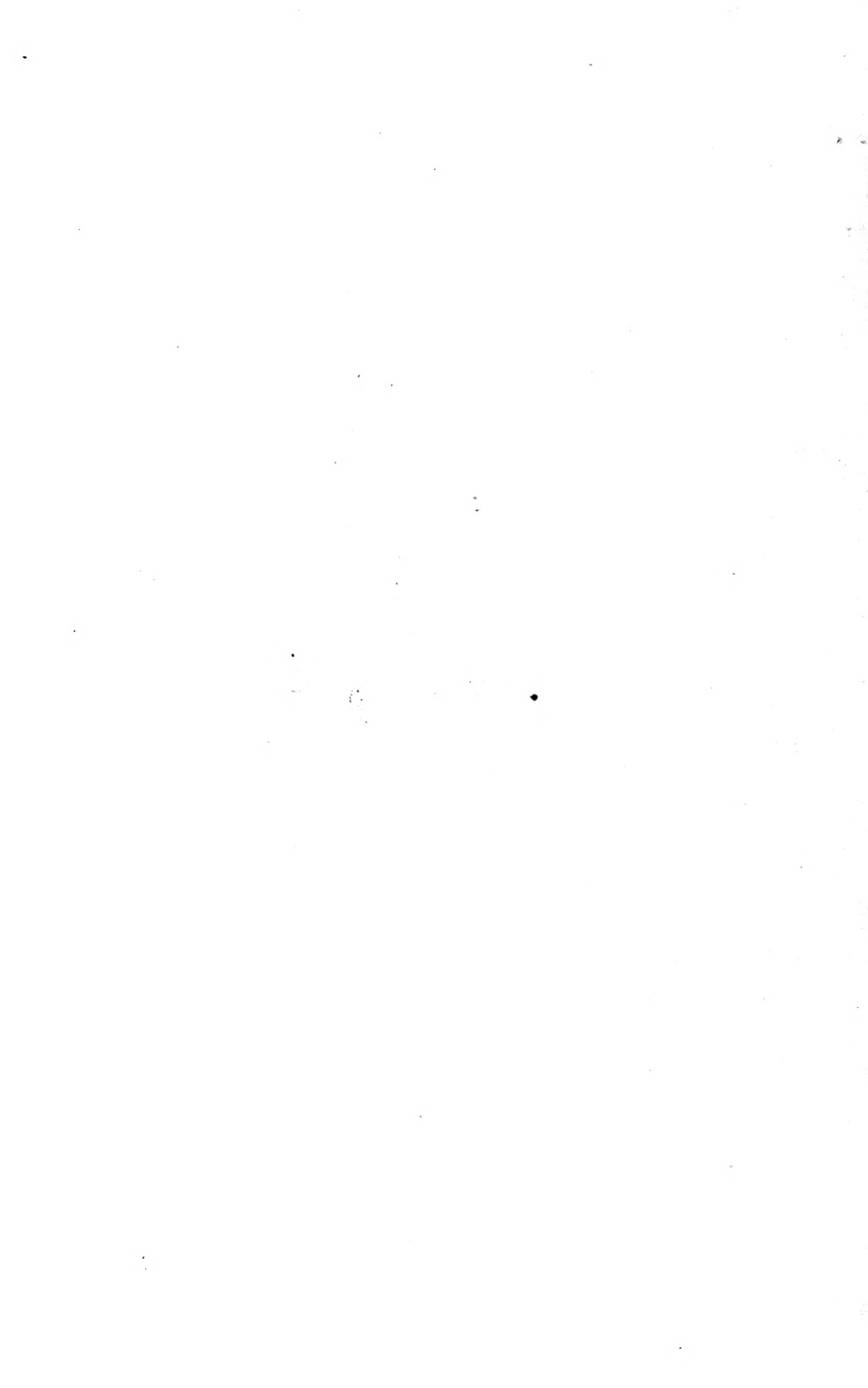


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# LEGISLATIVE ASSEMBLY OF ONTARIO

FIFTH SESSION OF THE  
TWENTY-FIFTH PARLIAMENT

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## BILLS

AS INTRODUCED IN THE HOUSE

TOGETHER WITH

REPRINTS AND THIRD READINGS

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SESSION

JANUARY 27th to MARCH 26th, 1959



# INDEX

## FIFTH SESSION, TWENTY-FIFTH PARLIAMENT

January 27th to March 26th, 1959

### PUBLIC BILLS

#### A

Bill No.

Administration of Justice Expenses Act—Act to amend.....	8
Agricultural Societies Act—Act to amend.....	46
Air Pollution Control Act, 1958—Act to amend.....	6
Alcoholism Research Foundation Act, 1949—Act to amend.....	34
Archaeological and Historic Sites Protection Act, 1953—Act to amend.....	29
Assessment Act—Act to amend.....	76

#### B

Beach Protection Act—Act to amend.....	36
Bills of Sale and Chattel Mortgages Act—Act to amend (Not reported by Committee on Legal Bills).....	9
Boundaries of Lands, the Confirmation of—Act to provide for.....	60
Bulk Sales Act, 1959.....	33

#### C

Cemeteries Act—Act to amend.....	90
Certification of Titles Act, 1958—Act to amend.....	81
Change of Name Act—Act to amend.....	114
Charitable Gifts Act, 1959.....	100
Charitable Institutions Act, 1956—Act to amend.....	69
Children's Boarding Homes Act, 1957—Act to amend.....	35
Community Centres Act—Act to amend.....	47
Conditional Sales Act—Act to amend.....	7
Conservation Authorities Act—Act to amend.....	55
Coroners Act—Act to amend.....	10
Corporations Tax Act, 1957—Act to amend.....	68
County Courts Act—Act to amend (Not reported by Committee on Legal Bills).....	79
Credit Unions Act—Act to amend.....	48
Crown Agencies, the Status of—Act to declare.....	89
Crown Timber Act—Act to amend.....	25
Crown Witnesses Act—Act to amend.....	11

## D

## Bill No.

Department of Agriculture Act—Act to amend.....	59
Department of Energy Resources—Act to establish.....	97
Department of Transport Act, 1957—Act to amend.....	111
Department of Travel and Publicity Act—Act to amend.....	28
Deserted Wives' and Children's Maintenance Act—Act to amend.....	61
Dog Tax and the Cattle, Sheep and Poultry Protection Act—Act to amend.....	45

## E

Evidence Act—Act to amend.....	80
Execution Act—Act to amend.....	88
Executive Council Act—Act to amend.....	83

## F

Farm Products Grades and Sales Act—Act to amend.....	112
Farm Products Marketing Act—Act to amend.....	107
Fatal Accidents Act—Act to amend.....	12
Fauteux Committee, the Recommendations of the Report of the—Act to provide for the Implementation of.....	42
Forest Fires Prevention Act—Act to amend.....	92
Forestry Act—Act to amend.....	26

## G

Game and Fisheries Act—Act to amend.....	91
General Welfare Assistance Act, 1958—Act to amend.....	95

## H

Highway Improvement Act, 1957—Act to amend.....	23
Highway Traffic Act—Act to amend.....	85
Hours of Work and Vacations with Pay Act—Act to amend (Lapsed)....	40

## I

Insurance Act—Act to amend.....	13
Investment Contracts Act—Act to amend.....	49

## J

Jails Act—Act to amend.....	96
Judicature Act—Act to amend.....	50
—Act to amend (Lapsed).....	56
Jurors Act—Act to amend.....	14
Juvenile and Family Courts Act, 1959.....	78

## L

## Bill No.

Labour Relations Act—Act to amend.....	38
—Act to amend (Lapsed).....	43
—Act to amend (Lapsed).....	44
Legislative Assembly Act—Act to amend.....	84
Lightning Rods Act—Act to amend.....	15
Live Stock, the Operation of Community Sales of—Act respecting.....	106
Loan and Trust Corporations Act—Act to amend.....	16
Local Improvement Act—Act to amend.....	104

## M

Magistrates Act, 1952—Act to amend.....	17
Mental Hospitals Act—Act to amend.....	39
Mental Incompetency Act—Act to amend.....	18
Milk Industry Act, 1957—Act to amend.....	108
Mining Act—Act to amend.....	65
—Act to amend (Lapsed).....	66
—Act to amend.....	71
Mining Tax Act—Act to amend.....	72
Municipal Act—Act to amend.....	103
Municipal Franchise Extension Act, 1958—Act to amend.....	105
Municipal Unconditional Grants Act, 1953—Act to amend.....	77
Municipality of Metropolitan Toronto Act, 1953—Act to amend.....	110

## O

Ontario Loan Act, 1959.....	113
Ontario Municipal Board Act—Act to amend.....	75
Ontario Parks Integration Board Act, 1956—Act to amend.....	67
Ontario-St. Lawrence Development Commission Act, 1955—Act to amend.....	102
Ontario Water Resources Commission Act, 1957—Act to amend.....	109

## P

Planning Act, 1955—Act to amend.....	54
Police Act—Act to amend.....	115
Power Commission Act—Act to amend.....	94
Private Hospitals Act, 1957—Act to amend.....	70
Private Investigators Act, 1958—Act to amend.....	19
Probation Act—Act to amend.....	51
Provincial Land Tax Act—Act to amend.....	21
Provincial Parks Act, 1958—Act to amend.....	27
Public Health Act—Act to amend.....	101
Public Hospitals Act, 1957—Act to amend.....	98
Public Lands Act—Act to amend.....	31
Public Libraries Act—Act to amend.....	24
Public Schools Act—Act to amend.....	2
Public Service Act—Act to amend.....	41
Public Vehicles Act—Act to amend.....	93

## R

Bill No.

Racing Commission Act—Act to amend.....	99
Rainbow Bridge Act, 1941—Act to amend.....	37
Reciprocal Enforcement of Maintenance Orders Act, 1959.....	52
Regulations Act—Act to amend.....	62
Regulations, Consolidation and Revision of the—Act to provide for the....	32

## S

Sanatoria for Consumptives Act—Act to amend.....	73
Schools Administration Act, 1954—Act to amend.....	3
Secondary Schools and Boards of Education Act, 1954—Act to amend....	4
Statutes, Consolidation and Revision of the—Act to provide for the.....	1
Succession Duty Act—Act to amend.....	74
Summary Convictions Act—Act to amend.....	82
Supply Act, 1959.....	116
Surrogate Courts Act—Act to amend.....	63

## T

Teachers' Superannuation Act—Act to amend.....	30
Theatres Act, 1953—Act to amend.....	58
Trade Schools Regulation Act—Act to amend.....	5
Training Schools Act—Act to amend.....	20

## U

University of Toronto Act, 1947—Act to amend.....	86
---	----

## V

Variation of Trusts Act, 1959.....	64
Vital Statistics Act—Act to amend.....	57

## W

Wages Act—Act to amend.....	87
Wilderness Areas—Act to provide for the Establishment of.....	22
Wills Act—Act to amend.....	53

## PRIVATE BILLS

## A

Alfred, Township of—Act respecting.....	Pr11
Anglican Church of Canada—See <i>Incorporated</i> .	

## B

Barrie—See <i>Royal Victoria; Simcoe</i> .	
Belleville, City of—Act respecting.....	Pr12
Bowmanville, Town of—Act respecting.....	Pr24



## C

Bill No.

Cayuga, Village of—Act respecting.....	Pr41
Chesley, Town of—Act respecting.....	Pr21

## F

Fulford, the Estate of the Honourable George Taylor—Act respecting....	Pr 7
--	------

## G

Gairdner Foundation—Act respecting (Withdrawn).....	Pr34
Good Shepherd—See <i>Sisters</i> .	
Guelph, City of—Act respecting.....	Pr33

## H

Hamilton, City of—Act respecting.....	Pr43
See also <i>Presbyterian</i> .	

## I

Incorporated Synod of the Diocese of Ontario of The Anglican Church of Canada—Act respecting.....	Pr 1
--	------

## K

Kingston, City of, and Queen's University at Kingston—Act respecting..	Pr38
--	------

## L

London, City of—Act respecting.....	Pr18
See also <i>Presbyterian</i>	

## M

Michipicoten, Township of—Act respecting.....	Pr23
Mount Forest, Town of—Act respecting.....	P 37

## N

North York, Township of—Act respecting.....	Pr25
---	------

## O

Ontario Threshermen's Mutual Fire Insurance Company—Act respecting..	Pr 2
Ottawa, City of—Act respecting.....	Pr28
Ottawa, The Roman Catholic Episcopal Corporation of—Act respecting..	Pr10
Ottawa, University of—Act respecting.....	Pr17
Owen Sound, City of—Act respecting (Not reported by Committee on Private Bills).....	Pr19

## P

Bill No.

Pelee, Township of—Act respecting (Not reported by Committee on Private Bills).....	Pr 8
Peterborough, City of—Act respecting.....	Pr16
Port Arthur, City of—Act respecting.....	Pr36
Presbyterian Church in Canada, The Corporation of the Synod of Hamilton and London of The—Act respecting.....	Pr20

## Q

Queen's University—See *Kingston*.

## R

Roman Catholic Episcopal Corporation—See <i>Ottawa; Timmins</i> .	
Roman Catholic Separate School—See <i>Sault Ste. Marie</i> .	
Royal Botanical Gardens—Act respecting.....	Pr15
Royal Military College of Canada—Act respecting.....	Pr32
Royal Victoria Hospital of Barrie—Act respecting (Not reported by Committee on Private Bills).....	Pr22

## S

Sault Ste. Marie, City of—Act respecting.....	Pr 3
Sault Ste. Marie, City of, Roman Catholic Separate School Board of the—Act respecting.....	Pr42
Simcoe, County of, and the City of Barrie—Act respecting (Withdrawn)...	Pr29
Sisters of the Good Shepherd of Quebec, The—Act respecting.....	Pr27
Stamford, Township of—Act respecting.....	Pr35
St. Jerome's College—Act respecting.....	Pr 4

## T

Teck, Township of—Act respecting (Withdrawn).....	Pr39
Timmins, The Roman Catholic Episcopal Corporation of the Diocese of—Act respecting.....	Pr 9
Toronto, City of—Act respecting.....	Pr26
Toronto, Township of—Act respecting.....	Pr 5

## W

Wasaga Beach, Village of—Act respecting.....	Pr30
Waterloo Lutheran University, Act respecting.....	Pr14
Waterloo, University of—Act respecting.....	Pr13
Windsor, City of—Act respecting.....	Pr31
Woodstock, City of—Act respecting.....	Pr40

## Y

York University—Act to incorporate.....	Pr 6
---	------

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting The Incorporated Synod  
of the Diocese of Ontario of  
The Anglican Church of Canada**

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MR. RANKIN

---

(PRIVATE BILL)



No. PR1

1959

# BILL

## An Act respecting The Incorporated Synod of the Diocese of Ontario of The Anglican Church of Canada

**W**HEREAS The Incorporated Synod of the Diocese of Ontario by its petition has represented that property held in trust for the benefit of Churches, Parishes, Missions or congregations of The Anglican Church of Canada or The Church of England in Canada, in the Diocese of Ontario, has been conveyed to or otherwise vested in various corporations, trustees or individuals, in trust for certain specified purposes no longer deemed to be of use to The Anglican Church of Canada in the Diocese; that it is onerous and impractical to maintain such property and that difficulties have been experienced in disposing of the same; and that it is desirable that The Incorporated Synod of the Diocese of Ontario, the Rector or Incumbent or Missionary of any Rectory, Church, Parish or Mission, either in his individual name or official title, and either separately or jointly with the Churchwardens of such Rectory, Church, Parish or Mission, or with trustees or others, the Churchwardens of any Rectory, Church, Parish or Mission, either in their individual names or corporate title, certain persons named as trustees for the Rectory, Church, Parish, Mission, congregation or living, or the Rector, Parson, Incumbent or Missionary, be enabled to sell such properties with the consent of the Bishop of Ontario and the Executive Committee of The Incorporated Synod of the Diocese of Ontario; and whereas the petitioners have prayed for special legislation to authorize the sale of such property; and whereas the Bishop of Ontario and the Executive Committee of The Incorporated Synod of the Diocese of Ontario have consented to this petition; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. The Rector or Incumbent or Missionary or the Church-wardens of, or trustees for, any Rectory, Church, Parish, Sale of trust property authorized

Mission, living or congregation, either separately or jointly one with the other, and with the consent of the Bishop and Executive Committee of The Incorporated Synod of the Diocese of Ontario, on the one hand, or The Incorporated Synod of the Diocese of Ontario, on the other hand, as the case may be, shall have full power and authority to sell, dispose of and convey by public auction or private sale for such price in cash or in instalments or secured by mortgage or otherwise all or any part of the real property that is now vested in or held by any of the aforementioned in trust for the benefit of any Rectory, Church, Parish, Mission, congregation or living of The Anglican Church of Canada or The Church of England in Canada in the Diocese of Ontario or of The Incorporated Synod of the Diocese of Ontario.

Purchaser  
not bound  
to inquire  
re  
application  
of money

**2.** The purchaser of such real property or any part thereof shall not be bound in any manner or means to inquire into the application of the purchase money arising from the sale of such real property.

Commence-  
ment

**3.** This Act comes into force on the day it receives Royal Assent.

Short title

**4.** This Act may be cited as *The Incorporated Synod of the Diocese of Ontario Act, 1959*.









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## BILL

An Act respecting The Incorporated  
Synod of the Diocese of Ontario of  
The Anglican Church of Canada

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*1st Reading*

*2nd Reading*

*3rd Reading*

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MR. RANKIN

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(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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## BILL

An Act respecting The Incorporated Synod  
of the Diocese of Ontario of  
The Anglican Church of Canada

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MR. RANKIN

---

*(Reprinted as amended by the Commissioners of Estate Bills)*




No. PR1

1959

# BILL

## An Act respecting The Incorporated Synod of the Diocese of Ontario of The Anglican Church of Canada

 **W**HEREAS The Incorporated Synod of the Diocese of <sup>Preamble</sup> Ontario by its petition has represented that real property held in trust for the benefit of Churches, Parishes, Missions or congregation of The Anglican Church of Canada or The Church of England in Canada, in the said Diocese, has been conveyed to or otherwise vested in various corporations, trustees or individuals, in trust for certain specified purposes no longer deemed to be of use to The Anglican Church of Canada in the said Diocese; that it is onerous and impractical to maintain such property and that difficulties have been experienced in disposing of the same; and that it is desirable that The Incorporated Synod of the Diocese of Ontario, the Rector or Incumbent or Missionary of any Rectory, Church, Parish or Mission, either in his individual name or official title, and either separately or jointly with the Churchwardens of such Rectory, Church, Parish or Mission, or with trustees or others, the Churchwardens of any Parish, Church, Rectory or Mission either in their individual names or corporate title, certain persons named as trustees for the Church, Rectory, Parish, Mission or congregation or living or the Rector, Parson, Incumbent or Missionary be enabled to sell such properties with the consent of the Bishop of Ontario and the Executive Committee of The Incorporated Synod of the Diocese of Ontario; and whereas the petitioner has prayed for special legislation to authorize the sale of such property; and whereas the Bishop of Ontario and the Executive Committee of The Incorporated Synod of the Diocese of Ontario have consented to this petition; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Any lands which now are or shall be vested in (1) The Incorporated Synod of the Diocese of Ontario; (2) the Bishop of Ontario, either by his individual name or official title, and <sup>Sale of trust property authorized</sup>

either separately or jointly with others; (3) the Rector, or Incumbent, or Parson, or Missionary of the Rectory, Church, Parish or Mission, either by his individual name or official title, and either separately or jointly with the Churchwardens of such Rectory, Church, Parish or Mission, or with trustees or others; (4) the Churchwardens of the Parish, Church, Rectory or Mission, either by their individual names or corporate title; or (5) certain persons named as trustees for the Church, Rectory, Parish, Mission, or congregation or living, or for the Rector, Parson, Incumbent or Missionary; or (6) in any other corporation, person or persons under any other title, trust or designation either jointly, severally or otherwise, in trust for the general or special use or benefit of the members of The Anglican Church of Canada, The Church of England in Canada, or United Church of England and Ireland, in the said Diocese of Ontario, or for or in connection with any Church, Rectory, Parish, Mission, congregation, locality, living or Rectory in the said Diocese, or in trust for the use, benefit or endowment of any Church, Parish, Mission, living or Rectory, or for the use, benefit, support or endowment of any Parson, Incumbent, Missionary or Rector, or in trust for a parsonage, school or other object or purpose or use in connection with any such Church, Parish, Mission, congregation, locality, living or Rectory; may, notwithstanding anything in the deed or conveyance under which the same is vested or held (other than provided in section five of this Act), be sold, aliened and conveyed by the said Synod, Bishop, Corporation, Trustee or Trustees, Churchwardens, Rector, Incumbent, Missionary, or official or other persons, or individuals, or the successors or heirs of any of the aforesaid in whom the title of such lands is then held or vested in trust as aforesaid.

**Consent**

**2.** No sale of such lands shall be made unless the Vestry or Vestries having the right to appropriate or dispose of the rents, issues, profits or income thereof, do, by a resolution passed for that purpose, authorize and consent to the sale of the same, nor unless such sale is approved of by the Incorporated Synod of the Diocese of Ontario; and if there be no Vestry in existence, or no Vestry having the right to appropriate or dispose of the rents, issues, profits or income of the said lands, the said Synod may consent to and approve of the said sale and all proper and necessary parties shall join in conveying the same to the purchaser thereof.

**Application  
of  
proceeds**

**3.** The proceeds of such sale shall be paid to the said Synod, which shall hold the same under the same trusts, uses, endowments or purposes, as those for which the said lands were given and held as aforesaid, and may invest or apply the same for the benefit of the said trust, use, endow-

ment or purpose; or, if desired by the Vestry and approved by the said Synod, in the purchase of other lands for the said trust, use, endowment or purpose, as may be approved of by the said Synod; or in case, from a change of circumstances, it becomes impossible or inadvisable to carry out the original trust, use, endowment or purpose, such proceeds may, if so desired by the said Vestry, be applied for other Church purposes for the benefit of the Church, Parish, Mission or congregation on whose behalf the said trust, use, endowment or purpose was created, with the consent of any person or persons having a pecuniary or life interest in such trust property for the time being; Provided that the consent and approval of the Synod to the appropriation of such proceeds to such other Church purposes shall have first been obtained, and if there is no Vestry in existence, or no Vestry having the right as in section two described, the said Synod may determine the other Church purposes to which such proceeds may be applied.

4. The Purchaser of such real property or any part thereof shall not be bound in any manner or means to inquire into the application of the purchase money arising from the sale of such real property. <sup>Purchaser not bound to inquire re application of money</sup>

5. Nothing in this Act shall alter or affect any condition or provision for a resulting trust in favour of any grantor or settlor of any such lands, or their heirs or assigns, which may be contained in any deed conveying such lands in trust as aforesaid to any of the parties named in section one of this Act, or which may otherwise arise in respect of such lands. <sup>Resulting trusts</sup>

6. The said Synod may exercise the powers conferred upon it by this Act by and through such Boards or Committees thereof as the said Synod may from time to time appoint by resolution, by-law or Canon, and the act, consent or approval by the said Synod under this Act shall be exercised by resolution, and the execution of the deed by the Bishop of Ontario and by the Secretary of the said Synod, or a memorandum of consent endorsed on the deed and signed by them and attested by the seal of the said Synod shall in favour of the purchaser and his heirs and assigns be conclusive evidence of the said act, deed, consent or approval of the said Synod under the powers conferred upon it by this Act. <sup>Exercise of powers under this Act</sup>

7. This Act comes into force on the day it receives Royal Assent. <sup>Commencement</sup>

8. This Act may be cited as *The Incorporated Synod of the Diocese of Ontario Act, 1959*. <sup>Short title</sup>







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## BILL

An Act respecting The Incorporated  
Synod of the Diocese of Ontario of  
The Anglican Church of Canada

---

*1st Reading*

February 5th, 1959

*2nd Reading*

*3rd Reading*

---

MR. RANKIN

---

(Reprinted as amended by the  
Commissioners of Estate Bills)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting The Incorporated Synod  
of the Diocese of Ontario of  
The Anglican Church of Canada**

---

MR. RANKIN

---



No. Pr1

1959

# BILL

## An Act respecting The Incorporated Synod of the Diocese of Ontario of The Anglican Church of Canada

**W**HEREAS The Incorporated Synod of the Diocese of <sup>Preamble</sup> Ontario by its petition has represented that real property held in trust for the benefit of Churches, Parishes, Missions or congregation of The Anglican Church of Canada or The Church of England in Canada, in the said Diocese, has been conveyed to or otherwise vested in various corporations, trustees or individuals, in trust for certain specified purposes no longer deemed to be of use to The Anglican Church of Canada in the said Diocese; that it is onerous and impractical to maintain such property and that difficulties have been experienced in disposing of the same; and that it is desirable that The Incorporated Synod of the Diocese of Ontario, the Rector or Incumbent or Missionary of any Rectory, Church, Parish or Mission, either in his individual name or official title, and either separately or jointly with the Churchwardens of such Rectory, Church, Parish or Mission, or with trustees or others, the Churchwardens of any Parish, Church, Rectory or Mission either in their individual names or corporate title, certain persons named as trustees for the Church, Rectory, Parish, Mission or congregation or living or the Rector, Parson, Incumbent or Missionary be enabled to sell such properties with the consent of the Bishop of Ontario and the Executive Committee of The Incorporated Synod of the Diocese of Ontario; and whereas the petitioner has prayed for special legislation to authorize the sale of such property; and whereas the Bishop of Ontario and the Executive Committee of The Incorporated Synod of the Diocese of Ontario have consented to this petition; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Any lands which now are or shall be vested in (1) The Incorporated Synod of the Diocese of Ontario; (2) the Bishop of Ontario, either by his individual name or official title, and <sup>Sale of trust property authorized</sup>

either separately or jointly with others; (3) the Rector, or Incumbent, or Parson, or Missionary of the Rectory, Church, Parish or Mission, either by his individual name or official title, and either separately or jointly with the Churchwardens of such Rectory, Church, Parish or Mission, or with trustees or others; (4) the Churchwardens of the Parish, Church, Rectory or Mission, either by their individual names or corporate title; or (5) certain persons named as trustees for the Church, Rectory, Parish, Mission, or congregation or living, or for the Rector, Parson, Incumbent or Missionary; or (6) in any other corporation, person or persons under any other title, trust or designation either jointly, severally or otherwise, in trust for the general or special use or benefit of the members of The Anglican Church of Canada, The Church of England in Canada, or United Church of England and Ireland, in the said Diocese of Ontario, or for or in connection with any Church, Rectory, Parish, Mission, congregation, locality, living or Rectory in the said Diocese, or in trust for the use, benefit or endowment of any Church, Parish, Mission, living or Rectory, or for the use, benefit, support or endowment of any Parson, Incumbent, Missionary or Rector, or in trust for a parsonage, school or other object or purpose or use in connection with any such Church, Parish, Mission, congregation, locality, living or Rectory; may, notwithstanding anything in the deed or conveyance under which the same is vested or held (other than provided in section five of this Act), be sold, aliened and conveyed by the said Synod, Bishop, Corporation, Trustee or Trustees, Churchwardens, Rector, Incumbent, Missionary, or official or other persons, or individuals, or the successors or heirs of any of the aforesaid in whom the title of such lands is then held or vested in trust as aforesaid.

#### Consent

2. No sale of such lands shall be made unless the Vestry or Vestries having the right to appropriate or dispose of the rents, issues, profits or income thereof, do, by a resolution passed for that purpose, authorize and consent to the sale of the same, nor unless such sale is approved of by the Incorporated Synod of the Diocese of Ontario; and if there be no Vestry in existence, or no Vestry having the right to appropriate or dispose of the rents, issues, profits or income of the said lands, the said Synod may consent to and approve of the said sale and all proper and necessary parties shall join in conveying the same to the purchaser thereof.

#### Application of proceeds

3. The proceeds of such sale shall be paid to the said Synod, which shall hold the same under the same trusts, uses, endowments or purposes, as those for which the said lands were given and held as aforesaid, and may invest or apply the same for the benefit of the said trust, use, endow-

ment or purpose; or, if desired by the Vestry and approved by the said Synod, in the purchase of other lands for the said trust, use, endowment or purpose, as may be approved of by the said Synod; or in case, from a change of circumstances, it becomes impossible or inadvisable to carry out the original trust, use, endowment or purpose, such proceeds may, if so desired by the said Vestry, be applied for other Church purposes for the benefit of the Church, Parish, Mission or congregation on whose behalf the said trust, use, endowment or purpose was created, with the consent of any person or persons having a pecuniary or life interest in such trust property for the time being; Provided that the consent and approval of the Synod to the appropriation of such proceeds to such other Church purposes shall have first been obtained, and if there is no Vestry in existence, or no Vestry having the right as in section two described, the said Synod may determine the other Church purposes to which such proceeds may be applied.

4. The Purchaser of such real property or any part thereof shall not be bound in any manner or means to inquire into the application of the purchase money arising from the sale of such real property. Purchaser not bound to inquire re application of money

5. Nothing in this Act shall alter or affect any condition or provision for a resulting trust in favour of any grantor or settlor of any such lands, or their heirs or assigns, which may be contained in any deed conveying such lands in trust as aforesaid to any of the parties named in section one of this Act, or which may otherwise arise in respect of such lands. Resulting trusts

6. The said Synod may exercise the powers conferred upon it by this Act by and through such Boards or Committees thereof as the said Synod may from time to time appoint by resolution, by-law or Canon, and the act, consent or approval by the said Synod under this Act shall be exercised by resolution, and the execution of the deed by the Bishop of Ontario and by the Secretary of the said Synod, or a memorandum of consent endorsed on the deed and signed by them and attested by the seal of the said Synod shall in favour of the purchaser and his heirs and assigns be conclusive evidence of the said act, deed, consent or approval of the said Synod under the powers conferred upon it by this Act. Exercise of powers under this Act

7. This Act comes into force on the day it receives Royal Assent. Commencement

8. This Act may be cited as *The Incorporated Synod of the Diocese of Ontario Act, 1959*. Short title







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## BILL

An Act respecting The Incorporated  
Synod of the Diocese of Ontario of  
The Anglican Church of Canada

---

### *1st Reading*

February 5th, 1959

### *2nd Reading*

March 13th, 1959

### *3rd Reading*

March 17th, 1959

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MR. RANKIN

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting  
The Ontario Threshermen's Mutual Fire Insurance Company**

---

MR. PARRY

---

(PRIVATE BILL)



No. Pr2

1959

# BILL

## An Act respecting The Ontario Threshermen's Mutual Fire Insurance Company

**W**HEREAS The Ontario Threshermen's Mutual Fire Insurance Company by its petition has represented that it was incorporated by *An Act to incorporate The Ontario Threshermen's Mutual Fire Insurance Company*, being chapter 147 of the Statutes of Ontario, 1922, and has prayed for special legislation varying the provisions of its Act of incorporation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Preamble

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Section 2 of *An Act to incorporate The Ontario Threshermen's Mutual Fire Insurance Company* is repealed and the following substituted therefor: 1922, c. 147, s. 2, re-enacted

2. The objects of the Company are and the Company has power and authority, Objects and powers

(a) to insure the following classes of property against fire on the premium note plan:

- (i) agricultural property as defined in section 103 of *The Insurance Act*, and R.S.O. 1950, c. 183
- (ii) threshing machines, separators, hullers, shredders and hay presses; engines, motors and appliances used in connection with the separation of grain from straw or for grinding grain or grinding and pressing fodder; and all appliances, equipment and machinery used in threshing and belonging to threshermen;

(b) to do all thing necessary or incidental to the powers referred to in clause a; and

- (c) to insure such property against the following supplemental perils, namely, windstorm, hail, lightning, explosion, riot, impact by aircraft or vehicles, smoke damage, water escape, earthquake, tornado, sprinkler leakage, civil commotion, malicious damage, weather and such other classes of insurance as may be prescribed by regulations made pursuant to section 27 of *The Insurance Act*; provided that, in the case of weather insurance, all liability for loss in excess of \$100 on any one risk shall be reinsured with a licensed weather insurance company.

Commence-  
ment

**2.** This Act comes into force on the day it receives Royal Assent.

Short title

**3.** This Act may be cited as *The Ontario Threshermen's Mutual Fire Insurance Company Act, 1959*.









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## BILL

An Act respecting  
The Ontario Threshermen's  
Mutual Fire Insurance Company

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. PARRY

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting  
The Ontario Threshermen's Mutual Fire Insurance Company**

---

MR. PARRY

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No. Pr2

1959

# BILL

## An Act respecting The Ontario Threshermen's Mutual Fire Insurance Company

**W**HEREAS The Ontario Threshermen's Mutual Fire Insurance Company by its petition has represented that it was incorporated by *An Act to incorporate The Ontario Threshermen's Mutual Fire Insurance Company*, being chapter 147 of the Statutes of Ontario, 1922, and has prayed for special legislation varying the provisions of its Act of incorporation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Section 2 of *An Act to incorporate The Ontario Threshermen's Mutual Fire Insurance Company* is repealed and the following substituted therefor: 1922, c. 147,  
s. 2,  
re-enacted

2. The objects of the Company are and the Company has power and authority, Objects  
and  
powers

(a) to insure the following classes of property against fire on the premium note plan:

(i) agricultural property as defined in section 103 of *The Insurance Act*, and R.S.O. 1950,  
c. 183

(ii) threshing machines, separators, hullers, shredders and hay presses; engines, motors and appliances used in connection with the separation of grain from straw or for grinding grain or grinding and pressing fodder; and all appliances, equipment and machinery used in threshing and belonging to threshermen;

(b) to do all thing necessary or incidental to the powers referred to in clause a; and

- (c) to insure such property against the following supplemental perils, namely, windstorm, hail, lightning, explosion, riot, impact by aircraft or vehicles, smoke damage, water escape, earthquake, tornado, sprinkler leakage, civil commotion, malicious damage, weather and such other classes of insurance as may be prescribed by regulations made pursuant to section 27 of *The Insurance Act*; provided that, in the case of weather insurance, all liability for loss in excess of \$100 on any one risk shall be reinsured with a licensed weather insurance company.

Commence-  
ment

**2.** This Act comes into force on the day it receives Royal Assent.

Short title

**3.** This Act may be cited as *The Ontario Threshermen's Mutual Fire Insurance Company Act, 1959*.









**BILL**

An Act respecting  
The Ontario Threshermen's  
Mutual Fire Insurance Company

*1st Reading*

February 10th, 1959

*2nd Reading*

February 20th, 1959

*3rd Reading*

March 3rd, 1959

MR. PARRY

No. PR. 3

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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**BILL**  
An Act respecting  
the City of Sault Ste. Marie

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MR. LYONS

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(PRIVATE BILL)

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



No. PR. 3

1959

# BILL

## An Act respecting the City of Sault Ste. Marie

**W**HEREAS The Corporation of the City of Sault Ste. Marie by its petition has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Section 7 of *The City of Sault Ste. Marie Act, 1957* is repealed and the following substituted therefor:

is 1957, c. 154,  
S. 7,  
re-enacted

7.—(1) If the operations of the Commission result in a deficit as shown on its annual audited statement, the Council, upon receiving application from the Commission and upon being satisfied that the amount of the deficit is required by the Commission, may include the amount of the deficit in the estimates of Council for the year in which application is made.

Operating  
deficit

(2) No application by the Commission to have the amount of its operating deficit included in the estimates of Council in any year shall be made to Council later than the 1st day of March in such year.

Application

2. This Act shall be deemed to have come into force on the 1st day of January, 1959.

Commence-  
ment

3. This Act may be cited as *The City of Sault Ste. Marie Act, 1959*.

Short title

**BILL**

An Act respecting the  
City of Sault Ste. Marie

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. LYONS

---

*(Private Bill)*

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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**BILL**  
**An Act respecting**  
**the City of Sault Ste. Marie**

---

MR. LYONS

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No. Pr3

1959

# BILL

## An Act respecting the City of Sault Ste. Marie

**W**HEREAS The Corporation of the City of Sault Ste. Marie by its petition has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition; Preamble

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** Section 7 of *The City of Sault Ste. Marie Act, 1957* is repealed and the following substituted therefor: 1957, c. 154,  
s. 7,  
re-enacted

7.—(1) If the operations of the Commission result in a deficit as shown on its annual audited statement, the Council, upon receiving application from the Commission and upon being satisfied that the amount of the deficit is required by the Commission, may include the amount of the deficit in the estimates of Council for the year in which application is made. Operating  
deficit

(2) No application by the Commission to have the amount of its operating deficit included in the estimates of Council in any year shall be made to Council later than the 1st day of March in such year. Application

**2.** This Act shall be deemed to have come into force on the 1st day of January, 1959. Commence-  
ment

**3.** This Act may be cited as *The City of Sault Ste. Marie Act, 1959*. Short title

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## BILL

An Act respecting the  
City of Sault Ste. Marie

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*1st Reading*

February 5th, 1959

*2nd Reading*

February 20th, 1959

*3rd Reading*

March 3rd, 1959

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MR. LYONS

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting St. Jerome's College

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MR. WINTERMEYER

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(PRIVATE BILL)



No. PR. 4

1959

# BILL

## An Act respecting St. Jerome's College

**W**HÉREAS St. Jerome's College by its petition has Preamble represented that it was incorporated by *An Act to incorporate the College of Saint Jerome, in the Town of Berlin*, being chapter 134 of the Statutes of the Province of Canada, 1866, that it received its present name by *An Act respecting the Corporation of the College of St. Jerome, Berlin*, being chapter 133 of the Statutes of Ontario, 1903, and that it received its present powers by *The St. Jerome's College Act*, 1947, c. 137; and whereas the petitioner has prayed for special legislation changing its name and providing for modification of its organization, government and administration and enlarging and increasing its powers, rights and privileges; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

### 1. In this Act,

Interpre-  
tation

- (a) "Board" means the Board of Governors of the University;
- (b) "Chancellor" means Chancellor of the University;
- (c) "Corporation" means the body corporate of the University;
- (d) "graduates" means former students who have obtained a university degree by taking courses at St. Jerome's College or at The University of St. Jerome's College;
- (e) "President" means President of the University;
- (f) "property" includes all property, both real and personal;

- (g) "real property" includes messuages, lands, tenements and hereditaments, whether corporeal or incorporeal, and any undivided share thereof and any estate or interest therein;
- (h) "Senate" means the Senate of the University;
- (i) "teaching staff" includes professors, associate professors, assistant professors, lecturers, associates, instructors, demonstrators and all others engaged in the work of teaching or giving instruction or in research;
- (j) "University" means The University of St. Jerome's College.

Corporation  
continued

**2.** The Corporation of St. Jerome's College is hereby continued as a body corporate with perpetual succession hereafter to be called and known as The University of St. Jerome's College, and, subject to the provisions of this Act, shall have, hold, possess and enjoy all the property, rights, powers and privileges which it now has, holds, possesses or enjoys, and, subject to the provisions of this Act, all by-laws, orders and regulations of the Corporation now in force shall continue in force until amended or repealed.

Powers  
of  
University

**3.** The University shall have university powers, including,

- (a) the power to establish and maintain such faculties, schools, institutes, departments, chairs and courses of instruction as may be determined by the Board;
- (b) the power to confer university degrees and honorary degrees and awards in any and all branches of learning;
- (c) the power to federate or affiliate with or take into affiliation other universities, colleges and institutions of learning.

Suspension  
of degree-  
granting  
powers

**4.** The power and authority of the University to confer degrees shall be suspended and in abeyance, except as related to degrees in theology, so long as the University remains affiliated or federated with any other university, but may be resumed by the University if it ceases to be affiliated or federated with another university.

Property

R.S.O. 1950,  
c. 184

**5.** The University shall have, in addition to the powers, rights and privileges mentioned in section 27 of *The Interpretation Act*, power to purchase or otherwise acquire, take or receive by deed, gift, bequest or devise and to hold and enjoy

any estate or property whatsoever and to sell, grant, convey, mortgage, lease or otherwise dispose of the same or any part thereof from time to time and as occasion may require, and to acquire other estate or property, in addition thereto or in the place thereof, without licence in mortmain and without limitation as to the period of holding.

**6.** All property hereafter granted, conveyed, devised or bequeathed to any person in trust for or for the benefit of the University, or of any faculty, school or department thereof or otherwise in connection therewith, subject to any trust or trusts affecting the same, shall be vested in the University. <sup>Trust property vested in University</sup>

**7.** Property vested in the University shall not be liable to be entered upon, used or taken by any corporation, except a municipal corporation, or by any other person possessing the right to take land compulsorily for any purpose, and no power to expropriate real property hereafter conferred on any corporation, except a municipal corporation, or upon any other person shall extend to such real property unless in the Act conferring the power it is made in express terms to apply thereto. <sup>Property not liable to expropriation</sup>

**8.** All property vested in the University shall, as far as the application thereto of any statute of limitations is concerned, be deemed to have been and to be real property vested in the Crown for the public uses of Ontario. <sup>Application of statutes of limitations</sup>

**9.** The property, and the income, revenues, issues and profits of all property, of the University shall be applied solely to achieving the objects and purposes of the University. <sup>Application of property to objects</sup>

**10.** The funds of the University not immediately required for its purposes, and the proceeds of all property which comes to the hands of the Board, subject to any trust or trusts affecting the same, may be invested and reinvested in such investments as the Board shall deem meet. <sup>Investment of funds</sup>

**11.** The University, if authorized by by-law of the Board, may, <sup>Borrowing powers</sup>

- (a) borrow money on its credit in such amount, on such terms and from such persons, firms or corporations, including chartered banks, as may be determined by the Board;
- (b) make, draw and endorse promissory notes or bills of exchange;
- (c) hypothecate, pledge, charge or mortgage any part or all of its property to secure any money so borrowed

or the fulfilment of the obligations incurred by it under any promissory note or bill of exchange signed, made, drawn or endorsed by it;

- (d) issue bonds, debentures and obligations on such terms and conditions as the Board may decide, and pledge or sell such bonds, debentures and obligations for such sums and at such prices as the Board may decide, and mortgage, charge, hypothecate or pledge all or any part of the property of the University to secure any such bonds, debentures and obligations; provided that no expenditure shall be made or liability incurred which has the effect of involving or impairing any endowment of the University.

Board of  
Governors

**12.** The government, conduct, management and control of the University, and of its work, affairs and business, and all other matters shall be vested in the Board of Governors which shall have all powers necessary or convenient to perform its duties and achieve the objects and purposes of the University.

Composition

**13.** The Board shall be composed of the President, the President of the Congregation of the Resurrection in Ontario, the Superior of the Congregation of the Resurrection at the University and his Councillors, the Superior of the Congregation of the Resurrection at the secondary school department of the University and his Councillors, all *ex officio*, and three other members of the Congregation of the Resurrection who shall be elected by the Board for terms of three years and who shall be eligible for re-election on the expiration of their terms, and such other persons and officers and for such terms and purposes as the Board may by by-law prescribe,

Powers of  
Board

**14.—(1)** The Board shall have power,

- (a) to make by-laws, rules and regulations in respect of all such matters as may seem necessary or advisable for the government, management, conduct and control of the University, its buildings and facilities and to repeal or vary the same;
- (b) to appoint members of the Board, other than *ex officio* members, and deans of faculties and members of the teaching staff and all other officers, employees and servants of the University and to make regulations with respect to retirement.

By-laws

(2) By-laws, rules and regulations made by the Board shall not require confirmation by the members of the Corporation.



**15.** Without limiting the general powers conferred upon or <sup>Special</sup>vested in the Board, the Board may make by-laws, <sup>by-laws</sup>

- (a) respecting membership in the Corporation:
- (b) respecting the election of members of the Board and its officers, and meetings and attendance at meetings, and fixing the quorum of the Board, term of office, vacancies, and removals;
- (c) providing for the appointment of committees by the Board and for conferring authority upon any of such committees to act for the Board with respect to any matter or class or classes of matters;
- (d) providing for the appointment and establishment of such advisory, deliberative or administrative persons, offices and bodies of the University as shall be deemed meet by the Board, and fixing their respective memberships, powers and duties.

**16.**—(1) There shall be a Chancellor of the University <sup>Chancellor</sup> who shall be the Bishop of the Roman Catholic diocese in which the principal establishment of the University is situated.

(2) The Chancellor shall be the titular head of the Univer- <sup>Degrees</sup>sity and shall confer all degrees.

(3) In the absence of the Chancellor and Vice-Chancellor, <sup>Idem</sup>the Senate shall appoint one of its number to confer degrees.

**17.**—(1) There shall be a President of the University, who <sup>President</sup>shall be a member of the Congregation of the Resurrection, appointed by the president of the Congregation of the Resurrection in Ontario.

(2) The President shall be Vice-Chancellor, chairman of <sup>Idem</sup>the Board and chief executive officer of the University and, in the absence of or vacancy in the office of the Chancellor, shall perform the functions of the Chancellor, and, subject to the will of the Board, the President shall have supervision over and direction of the academic work and general administration of the University and the teaching staff thereof, and the officers and servants thereof, and the students thereof, and shall also have such other powers and duties as from time to time may be conferred upon or assigned to him by the Board.

**18.** The Board may appoint a Vice-President of the Univer- <sup>Vice-President</sup>sity who shall be assistant to the President and, in the absence of or vacancy in the office of President, shall perform the

functions of the President and who shall have such other powers, rights and duties as shall be assigned to him by the Board.

Senate

**19.**—(1) There shall be a Senate of the University comprised as follows:

- (a) the Chancellor;
- (b) the Vice-Chancellor;
- (c) the members of the Board;
- (d) such members of the teaching staff as shall be appointed in accordance with the regulations of the Senate;
- (e) two graduates of the University to be elected every two years by the graduates.

Chairman

(2) The Vice-Chancellor shall be the chairman of the Senate.

Term of  
office of  
senate

(3) The members of the Senate shall hold office until their successors are appointed or elected, as the case may be.

Powers of  
Senate

**20.** Unless otherwise determined by by-law of the Board, the Senate shall,

- (a) consider and determine all courses of study, including requirements for admission;
- (b) recommend the establishment of additional faculties, schools, departments, chairs, or courses of instruction, in the University;
- (c) receive and consider recommendations respecting academic matters from the faculty boards of the University;
- (d) conduct examinations and appoint examiners;
- (e) grant degrees, honorary degrees and diplomas;
- (f) award scholarships, medals and prizes;
- (g) make rules and regulations respecting the conduct and activities of the students of the University;
- (h) publish the University calendars;

- (i) make such recommendations as may be deemed proper for achieving the objects and purposes of the University;
- (j) make rules and regulations for the conduct of its affairs.

**21.**—(1) Convocation shall consist of the members of the Convocation Board, the members of the Senate, all members of the teaching staff of the University and all graduates of the University.

(2) Convocation shall be convened by the Senate. Convened by Senate

(3) The Chancellor shall preside at Convocation and shall Chancellor to preside confer degrees.

(4) The Vice-Chancellor shall, in the absence of the Vice-Chancellor to preside Chancellor, preside at Convocation and confer degrees.

(5) In the absence of both the Chancellor and the Vice-Absence of Chancellor and Vice-Chancellor Chancellor, the Senate shall name a full professor from the teaching staff to preside at Convocation and confer degrees.

**22.** *The St. Jerome's College Act, 1947* is repealed. 1947, c. 137, repealed

**23.** This Act comes into force on the day it receives Royal Commence-  
ment Assent.

**24.** This Act may be cited as *The University of St. Jerome's College Act, 1959*. Short title





BILL

An Act respecting  
St. Jerome's College

---

*1st Reading*

*2nd Reading*

*3rd Reading*

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MR. WINTERMEYER

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(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting St. Jerome's College**

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**MR. WINTERMEYER**

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No. Pr4

1959

# BILL

## An Act respecting St. Jerome's College

**W**HEREAS St. Jerome's College by its petition has Preamble represented that it was incorporated by *An Act to incorporate the College of Saint Jerome, in the Town of Berlin*, being chapter 134 of the Statutes of the Province of Canada, 1866, that it received its present name by *An Act respecting the Corporation of the College of St. Jerome, Berlin*, being chapter 133 of the Statutes of Ontario, 1903, and that it received its present powers by *The St. Jerome's College Act*, 1947, c. 137 1947; and whereas the petitioner has prayed for special legislation changing its name and providing for modification of its organization, government and administration and enlarging and increasing its powers, rights and privileges; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

### 1. In this Act,

Interpre-  
tation

- (a) "Board" means the Board of Governors of the University;
- (b) "Chancellor" means Chancellor of the University;
- (c) "Corporation" means the body corporate of the University;
- (d) "graduates" means former students who have obtained a university degree by taking courses at St. Jerome's College or at The University of St. Jerome's College;
- (e) "President" means President of the University;
- (f) "property" includes all property, both real and personal;

- (g) "real property" includes messuages, lands, tenements and hereditaments, whether corporeal or incorporeal, and any undivided share thereof and any estate or interest therein;
- (h) "Senate" means the Senate of the University;
- (i) "teaching staff" includes professors, associate professors, assistant professors, lecturers, associates, instructors, demonstrators and all others engaged in the work of teaching or giving instruction or in research;
- (j) "University" means The University of St. Jerome's College.

Corporation  
continued

**2.** The Corporation of St. Jerome's College is hereby continued as a body corporate with perpetual succession hereafter to be called and known as The University of St. Jerome's College, and, subject to the provisions of this Act, shall have, hold, possess and enjoy all the property, rights, powers and privileges which it now has, holds, possesses or enjoys, and, subject to the provisions of this Act, all by-laws, orders and regulations of the Corporation now in force shall continue in force until amended or repealed.

Powers  
of  
University

**3.** The University shall have university powers, including,

- (a) the power to establish and maintain such faculties, schools, institutes, departments, chairs and courses of instruction as may be determined by the Board;
- (b) the power to confer university degrees and honorary degrees and awards in any and all branches of learning;
- (c) the power to federate or affiliate with or take into affiliation other universities, colleges and institutions of learning.

Suspension  
of degree-  
granting  
powers

**4.** The power and authority of the University to confer degrees shall be suspended and in abeyance, except as related to degrees in theology, so long as the University remains affiliated or federated with any other university, but may be resumed by the University if it ceases to be affiliated or federated with another university.

Property

R.S.O. 1950,  
c. 184

**5.** The University shall have, in addition to the powers, rights and privileges mentioned in section 27 of *The Interpretation Act*, power to purchase or otherwise acquire, take or receive by deed, gift, bequest or devise and to hold and enjoy

any estate or property whatsoever and to sell, grant, convey, mortgage, lease or otherwise dispose of the same or any part thereof from time to time and as occasion may require, and to acquire other estate or property, in addition thereto or in the place thereof, without licence in mortmain and without limitation as to the period of holding.

**6.** All property hereafter granted, conveyed, devised or bequeathed to any person in trust for or for the benefit of the University, or of any faculty, school or department thereof or otherwise in connection therewith, subject to any trust or trusts affecting the same, shall be vested in the University. <sup>Trust property vested in University</sup>

**7.** Property vested in the University shall not be liable to be entered upon, used or taken by any corporation, except a municipal corporation, or by any other person possessing the right to take land compulsorily for any purpose, and no power to expropriate real property hereafter conferred on any corporation, except a municipal corporation, or upon any other person shall extend to such real property unless in the Act conferring the power it is made in express terms to apply thereto. <sup>Property not liable to expropriation</sup>

**8.** All property vested in the University shall, as far as the application thereto of any statute of limitations is concerned, be deemed to have been and to be real property vested in the Crown for the public uses of Ontario. <sup>Application of statutes of limitations</sup>

**9.** The property, and the income, revenues, issues and profits of all property, of the University shall be applied solely to achieving the objects and purposes of the University. <sup>Application of property to objects</sup>

**10.** The funds of the University not immediately required for its purposes, and the proceeds of all property which comes to the hands of the Board, subject to any trust or trusts affecting the same, may be invested and reinvested in such investments as the Board shall deem meet. <sup>Investment of funds</sup>

**11.** The University, if authorized by by-law of the Board, may, <sup>Borrowing powers</sup>

- (a) borrow money on its credit in such amount, on such terms and from such persons, firms or corporations, including chartered banks, as may be determined by the Board;
- (b) make, draw and endorse promissory notes or bills of exchange;
- (c) hypothecate, pledge, charge or mortgage any part or all of its property to secure any money so borrowed

or the fulfilment of the obligations incurred by it under any promissory note or bill of exchange signed, made, drawn or endorsed by it;

- (d) issue bonds, debentures and obligations on such terms and conditions as the Board may decide, and pledge or sell such bonds, debentures and obligations for such sums and at such prices as the Board may decide, and mortgage, charge, hypothecate or pledge all or any part of the property of the University to secure any such bonds, debentures and obligations; provided that no expenditure shall be made or liability incurred which has the effect of involving or impairing any endowment of the University.

**Board of  
Governors**

**12.** The government, conduct, management and control of the University, and of its work, affairs and business, and all other matters shall be vested in the Board of Governors which shall have all powers necessary or convenient to perform its duties and achieve the objects and purposes of the University.

**Composition**

**13.** The Board shall be composed of the President, the President of the Congregation of the Resurrection in Ontario, the Superior of the Congregation of the Resurrection at the University and his Councillors, the Superior of the Congregation of the Resurrection at the secondary school department of the University and his Councillors, all *ex officio*, and three other members of the Congregation of the Resurrection who shall be elected by the Board for terms of three years and who shall be eligible for re-election on the expiration of their terms, and such other persons and officers and for such terms and purposes as the Board may by by-law prescribe,

**Powers of  
Board**

**14.—(1)** The Board shall have power,

- (a) to make by-laws, rules and regulations in respect of all such matters as may seem necessary or advisable for the government, management, conduct and control of the University, its buildings and facilities and to repeal or vary the same;
- (b) to appoint members of the Board, other than *ex officio* members, and deans of faculties and members of the teaching staff and all other officers, employees and servants of the University and to make regulations with respect to retirement.

**By-laws**

(2) By-laws, rules and regulations made by the Board shall not require confirmation by the members of the Corporation.

**15.** Without limiting the general powers conferred upon or <sup>Special</sup>vested in the Board, the Board may make by-laws, <sup>by-laws</sup>

- (a) respecting membership in the Corporation;
- (b) respecting the election of members of the Board and its officers, and meetings and attendance at meetings, and fixing the quorum of the Board, term of office, vacancies and removals;
- (c) providing for the appointment of committees by the Board and for conferring authority upon any of such committees to act for the Board with respect to any matter or class or classes of matters;
- (d) providing for the appointment and establishment of such advisory, deliberative or administrative persons, offices and bodies of the University as shall be deemed meet by the Board, and fixing their respective memberships, powers and duties.

**16.—**(1) There shall be a Chancellor of the University <sup>Chancellor</sup> who shall be the Bishop of the Roman Catholic diocese in which the principal establishment of the University is situated.

(2) The Chancellor shall be the titular head of the Univer- <sup>Degrees</sup>sity and shall confer all degrees.

(3) In the absence of the Chancellor and Vice-Chancellor, <sup>Idem</sup>the Senate shall appoint one of its number to confer degrees.

**17.—**(1) There shall be a President of the University, who <sup>President</sup>shall be a member of the Congregation of the Resurrection, appointed by the president of the Congregation of the Resurrection in Ontario.

(2) The President shall be Vice-Chancellor, chairman of <sup>Idem</sup>the Board and chief executive officer of the University and, in the absence of or vacancy in the office of the Chancellor, shall perform the functions of the Chancellor, and, subject to the will of the Board, the President shall have supervision over and direction of the academic work and general administration of the University and the teaching staff thereof, and the officers and servants thereof, and the students thereof, and shall also have such other powers and duties as from time to time may be conferred upon or assigned to him by the Board.

**18.** The Board may appoint a Vice-President of the Univer- <sup>Vice-President</sup>sity who shall be assistant to the President and, in the absence of or vacancy in the office of President, shall perform the

functions of the President and who shall have such other powers, rights and duties as shall be assigned to him by the Board.

Senate

**19.**—(1) There shall be a Senate of the University comprised as follows:

- (a) the Chancellor;
- (b) the Vice-Chancellor;
- (c) the members of the Board;
- (d) such members of the teaching staff as shall be appointed in accordance with the regulations of the Senate;
- (e) two graduates of the University to be elected every two years by the graduates.

Chairman

(2) The Vice-Chancellor shall be the chairman of the Senate.

Term of  
office of  
Senate

(3) The members of the Senate shall hold office until their successors are appointed or elected, as the case may be.

Powers of  
Senate

**20.** Unless otherwise determined by by-law of the Board, the Senate shall,

- (a) consider and determine all courses of study, including requirements for admission;
- (b) recommend the establishment of additional faculties, schools, departments, chairs, or courses of instruction, in the University;
- (c) receive and consider recommendations respecting academic matters from the faculty boards of the University;
- (d) conduct examinations and appoint examiners;
- (e) grant degrees, honorary degrees and diplomas;
- (f) award scholarships, medals and prizes;
- (g) make rules and regulations respecting the conduct and activities of the students of the University;
- (h) publish the University calendars;

(i) make such recommendations as may be deemed proper for achieving the objects and purposes of the University;

(j) make rules and regulations for the conduct of its affairs.

**21.**—(1) Convocation shall consist of the members of the Convocation Board, the members of the Senate, all members of the teaching staff of the University and all graduates of the University.

(2) Convocation shall be convened by the Senate. Convened by Senate

(3) The Chancellor shall preside at Convocation and shall Chancellor to preside confer degrees.

(4) The Vice-Chancellor shall, in the absence of the Vice-Chancellor to preside Chancellor, preside at Convocation and confer degrees.

(5) In the absence of both the Chancellor and the Vice- Absence of Chancellor and Vice-Chancellor Chancellor, the Senate shall name a full professor from the teaching staff to preside at Convocation and confer degrees.

**22.** *The St. Jerome's College Act, 1947* is repealed. 1947, c. 137, repealed

**23.** This Act comes into force on the day it receives Royal Commence-ment Assent.

**24.** This Act may be cited as *The University of St. Jerome's* Short title *College Act, 1959.*





LEGISLATIVE  
COUNCIL  
OF  
INDIA  
1954

BILL

An Act respecting  
St. Jerome's College

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*1st Reading*

February 5th, 1959

*2nd Reading*

February 20th, 1959

*3rd Reading*

March 3rd, 1959

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MR. WINTERMEYER

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting the Township of Toronto**

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MR. HALL

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(PRIVATE BILL)



No. Pr5

1959

# BILL

## An Act respecting the Township of Toronto

**W**HEREAS The Corporation of the Township of Toronto Preamble by its petition has represented that sewage works in the Township of Toronto have been constructed under the appropriate legislative provisions, that either areas have been created providing that the costs thereof, including maintenance and management costs, shall be assessed and levied on the rateable property in the respective areas or a sewer rate has been provided to be imposed upon the owners deriving a benefit from such sewage works, that all areas of the Township benefit by the fact that the sewage works are constructed, and that it is desirable to provide that the capital cost of all works be paid for by all ratepayers of the Township as a whole and to provide for the continuation of areas and the creation of future areas for the assessment and levying of the cost of maintenance, operation and management thereof; and whereas the petitioner has prayed for special legislation in connection therewith; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

### 1. In this Act,

Interpre-  
tation

- (a) "sewage works" means any public works for the treatment or disposal of sewage, including the sites for the erection of such works, the outfall pipes to carry the effluent from such works, the inlet pipes located on such sites, and major trunk sanitary sewer mains designed to serve areas of 1,000 acres or more, and pumping stations used in connection therewith;
- (b) "capital cost" means the cost of constructing sewage works inclusive of all items of cost usually and properly chargeable to capital account.

2. Notwithstanding any Act or by-law to the contrary, all outstanding capital costs and capital charges under agree- Capital  
cost of  
existing  
sewage  
works

ments with the Ontario Water Resources Commission of sewage works of the Township of Toronto existing on the 1st day of January, 1959, shall be assessed and levied on all the rateable property in the Township.

Area rates prohibited for capital

**3.** Notwithstanding any Act or by-law to the contrary, no rate shall be levied upon any area or areas of the Township of Toronto separate from the levy provided for in section 2 with respect to outstanding capital costs of sewage works of the Township existing on the 1st day of January, 1959.

Use of moneys raised in any area for capital cost of existing sewage works

**4.** All moneys now in the possession of the Township of Toronto derived from a levy or rate applicable to the capital cost of sewage works in any area of the Township shall be used for the payment of any part of the outstanding capital cost of any sewage works existing on the 1st day of January, 1959, and the balance not so required shall be applied and used only for future capital improvements of sewage works of the Township.

Operation costs under existing by-laws

**5.** The maintenance, operation and management costs of sewage works constructed under any by-law existing on the 1st day of January, 1959, where applicable, shall continue to be assessed and levied or charged on the rateable property in the areas as defined in such by-laws and in the manner set out in such by-laws.

Sewage service rate

R.S.O. 1950, c. 243

**6.** The council of The Corporation of the Township of Toronto may by by-law provide that any sewage service rate that has been or may be imposed under subsection 14 of section 389 of *The Municipal Act* may be imposed upon owners or occupants of land who use sewage works, which rate may be different in different areas, but such rate shall not include any charge towards the capital cost of sewage works.

Future sewage works

R.S.O. 1950, c. 215  
1957, c. 88

**7.** Notwithstanding section 64 of *The Local Improvement Act* or *The Ontario Water Resources Commission Act, 1957*, the council of The Corporation of the Township of Toronto may by by-law undertake the construction of sewage works in accordance with *The Local Improvement Act* or enter into agreements with the Ontario Water Resources Commission, and provide therein that the capital costs of such sewage works shall be assessed and levied on all the rateable property in the Township and the cost of maintenance, operation and management of such sewage works shall be assessed and levied on the rateable property in any defined area in the Township.

Commencement

**8.** This Act shall be deemed to have come into force on the 1st day of January, 1959.

Short title

**9.** This Act may be cited as *The Township of Toronto Act, 1959*.









# BILL

An Act respecting  
the Township of Toronto

---

*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. HALL

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting the Township of Toronto**

---

MR. HALL

---



No. Pr5

1959

# BILL

## An Act respecting the Township of Toronto

**W**HEREAS The Corporation of the Township of Toronto Preamble by its petition has represented that sewage works in the Township of Toronto have been constructed under the appropriate legislative provisions, that either areas have been created providing that the costs thereof, including maintenance and management costs, shall be assessed and levied on the rateable property in the respective areas or a sewer rate has been provided to be imposed upon the owners deriving a benefit from such sewage works, that all areas of the Township benefit by the fact that the sewage works are constructed, and that it is desirable to provide that the capital cost of all works be paid for by all ratepayers of the Township as a whole and to provide for the continuation of areas and the creation of future areas for the assessment and levying of the cost of maintenance, operation and management thereof; and whereas the petitioner has prayed for special legislation in connection therewith; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

### 1. In this Act,

Interpre-  
tation

- (a) "sewage works" means any public works for the treatment or disposal of sewage, including the sites for the erection of such works, the outfall pipes to carry the effluent from such works, the inlet pipes located on such sites, and major trunk sanitary sewer mains designed to serve areas of 1,000 acres or more, and pumping stations used in connection therewith;
- (b) "capital cost" means the cost of constructing sewage works inclusive of all items of cost usually and properly chargeable to capital account.

2. Notwithstanding any Act or by-law to the contrary, all outstanding capital costs and capital charges under agree- Capital  
cost of  
existing  
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works

ments with the Ontario Water Resources Commission of sewage works of the Township of Toronto existing on the 1st day of January, 1959, shall be assessed and levied on all the rateable property in the Township.

Area rates  
prohibited  
for capital

**3.** Notwithstanding any Act or by-law to the contrary, no rate shall be levied upon any area or areas of the Township of Toronto separate from the levy provided for in section 2 with respect to outstanding capital costs of sewage works of the Township existing on the 1st day of January, 1959.

Use of  
moneys  
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any area  
for capital  
cost of  
existing  
sewage  
works

**4.** All moneys now in the possession of the Township of Toronto derived from a levy or rate applicable to the capital cost of sewage works in any area of the Township shall be used for the payment of any part of the outstanding capital cost of any sewage works existing on the 1st day of January, 1959, and the balance not so required shall be applied and used only for future capital improvements of sewage works of the Township.

Operation  
costs  
under  
existing  
by-laws

**5.** The maintenance, operation and management costs of sewage works constructed under any by-law existing on the 1st day of January, 1959, where applicable, shall continue to be assessed and levied or charged on the rateable property in the areas as defined in such by-laws and in the manner set out in such by-laws.

Sewage  
service  
rate

R.S.O. 1950,  
c. 243

**6.** The council of The Corporation of the Township of Toronto may by by-law provide that any sewage service rate that has been or may be imposed under subsection 14 of section 389 of *The Municipal Act* may be imposed upon owners or occupants of land who use sewage works, which rate may be different in different areas, but such rate shall not include any charge towards the capital cost of sewage works.

Future  
sewage  
works  
R.S.O. 1950,  
c. 215  
1957, c. 88

**7.** Notwithstanding section 64 of *The Local Improvement Act* or *The Ontario Water Resources Commission Act, 1957*, the council of The Corporation of the Township of Toronto may by by-law undertake the construction of sewage works in accordance with *The Local Improvement Act* or enter into agreements with the Ontario Water Resources Commission, and provide therein that the capital costs of such sewage works shall be assessed and levied on all the rateable property in the Township and the cost of maintenance, operation and management of such sewage works shall be assessed and levied on the rateable property in any defined area in the Township.

Commence-  
ment

**8.** This Act shall be deemed to have come into force on the 1st day of January, 1959.

Short title

**9.** This Act may be cited as *The Township of Toronto Act, 1959*.









BILL

An Act respecting  
the Township of Toronto

---

*1st Reading*

February 17th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

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MR. HALL

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act to incorporate York University

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MR. ROWNTREE

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(PRIVATE BILL)



No. Pr6

1959

# BILL

## An Act to incorporate York University

**W**HEREAS the persons named in section 2 by their Preamble  
petition have represented that they are desirous of  
establishing in the Province of Ontario, at or near The Municipality of Metropolitan Toronto, an institution to provide facilities for instruction in all branches of higher learning having the rights and powers of a university; and whereas the petitioners have prayed for special legislation to effect such purpose; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

### 1. In this Act,

Interpre-  
tation

- (a) "Board" means Board of Governors of York University;
- (b) "Chancellor" means Chancellor of the University;
- (c) "President" means President of the University;
- (d) "property" includes all property, both real and personal;
- (e) "real property" includes messuages, lands, tenements, and hereditaments, whether corporeal or incorporeal, and any undivided share thereof and any estate or interest therein;
- (f) "Senate" means Senate of the University;
- (g) "teaching staff" includes professors, associate professors, assistant professors, lecturers, associates, instructors, demonstrators and all others engaged in the work of teaching or giving instruction or in research; and
- (h) "University" means York University.

York  
University  
incorporated

**2.** Air Marshal Wilfred Austin Curtis, C.B., C.B.E., D.F.C., LL.D., E.D., James Robbins Kidd, M.A., D.Ed., Thomas Richardson Loudon, B.A.Sc., C.E., V.D., Hon. F.A.I.C., M.E.I.C., Prof. Emeritus Aero.Eng. U. of T., Stanley Harold Deeks, F.I.A., Ph.D., Arthur Donald Margison, B.Eng., P.Eng., Arthur Robinson Hackett, B.A., B.Sc., Edgar Tilden Alberts and such other persons who may hereafter be appointed or elected Chancellor, President or a member of the Board or as a member of the Senate or upon whom the University may confer a degree are hereby created a body corporate with perpetual succession and a common seal under the name of "York University".

Objects and  
purposes of  
University

**3.** The objects and purposes of the University are,

- (a) the advancement of learning and the dissemination of knowledge; and
- (b) the intellectual, social, moral and physical development of its members and the betterment of society.

Faculties  
and schools

**4.** The University shall have power to establish and maintain such faculties, schools, institutes, departments, chairs and courses as shall be deemed meet by the Senate and approved with respect to finances and facilities by the Board.

Degrees

**5.** The University shall have power and authority to grant in all branches of learning any and all university degrees and honorary degrees and diplomas.

Manage-  
ment of  
University  
vested in  
Board

**6.—(1)** Except as to such matters by this Act specifically assigned to the Senate, the government, conduct, management and control of the University and of its property, revenues, expenditures, business and affairs shall be vested in a board under the name "Board of Governors of York University" and the Board shall have all powers necessary or convenient to perform its duties and achieve the objects and purposes of the University, including, without limiting the generality of the foregoing, power,

- (a) to appoint and remove the President and the Vice-President;
- (b) to fix the numbers, duties, salaries and other emoluments of the officers, agents and servants of the University;
- (c) to appoint an Executive Committee and such other committees as it may deem advisable, and to delegate to any such committee any of its powers;

(d) to borrow money for purposes of the University and give security therefor on such terms and in such amounts as it may deem advisable;

(e) to make by-laws and regulations not inconsistent with the conduct of its affairs, including the fixing of a quorum, the election or appointment of its members and the filling of vacancies.

(2) By-laws shall not require confirmation by the members of the corporation. Confirmation of by-laws

7. The persons named in section 2, and such persons as may be appointed by them, shall constitute the provisional Board of Governors which shall act until the Board is re-constituted in accordance with section 8, provided that the total number of members shall not exceed twenty-four. Provisional Board

8. Within twenty-four months from the coming into force of this Act, the Board shall be reconstituted to consist of, Composition of Board

(a) the Chancellor *ex officio*;

(b) the President *ex officio*; and

(c) such number of members, not exceeding twenty-four, as may be prescribed by the by-laws of the Board, elected or appointed for a term of four years in the manner prescribed by the by-laws of the Board.

9. No persons on the teaching staff or administrative staff of the University, other than the Chancellor and the President, shall be members of the Board. Eligibility of staff

10. The Board shall elect a chairman from among its members. Chairman

11. After thirty days notice to any member, the Board may, by resolution passed by at least two-thirds of the votes cast at a meeting of the Board, declare vacant the seat of such member. Vacancies

12.—(1) There shall be a Senate of the University composed of, Senate

(a) the Chancellor *ex officio*;

(b) the President *ex officio*;

(c) the deans or chairmen of faculty boards *ex officio*;

- (d) two members of the Board of Governors appointed by the Board;
- (e) such numbers of other persons representing such faculties, institutions or organizations as the Senate may determine.

**Vacancies**

(2) The body possessing the power of election or appointment may fill a vacancy on the Senate for the unexpired portion of any term.

**Powers of Senate**

**13.** The Senate shall be responsible for the educational policy of the University and, with the approval of the Board in so far as the expenditure of funds and establishment of facilities are concerned, may create faculties or departments or establish chairs in any and as many of the arts and sciences as the Senate may determine, may create faculty councils to act as executive committees for the Senate to regulate the admission of students, courses of study and requirements for graduation, may enact by-laws regulating matters in this section referred to and may from time to time amend or replace any of its by-laws, and, without limiting the generality of the foregoing, the Senate shall have power,

- (a) to elect the Chancellor;
- (b) to control and regulate the system of education of the University;
- (c) to determine the courses of study and suitable standards of admission into the University and qualifications for degrees;
- (d) to conduct examinations and appoint examiners;
- (e) to deal with matters arising in connection with the award of fellowships, scholarships, medals, prizes and other awards;
- (f) to confer the degrees of Bachelors, Masters and Doctors in the several arts, sciences and faculties, and all other degrees which may appropriately be conferred by a university;
- (g) to make by-laws and regulations for the conduct of its affairs, including the fixing of a quorum and the election or appointment of its members.



**14.—**(1) There shall be a President of the University who <sup>President</sup> shall be appointed by the Board and who, unless otherwise provided, shall hold office during the pleasure of the Board.

(2) The Board may appoint a Vice-President who shall act <sup>Vice-President</sup> in the absence of the President and shall have such other powers and duties as may be conferred on him by the Board.

(3) The President shall be Vice-Chancellor and chief <sup>Powers and duties of President</sup> executive officer of the University and, in the absence of or vacancy in the office of the Chancellor, shall perform the functions of the Chancellor, and, subject to the will of the Board, the President shall have supervision over and direction of the academic work and general administration of the University and the teaching staff thereof, and the officers and servants thereof, and the students thereof, and shall also have such other powers and duties as from time to time may be conferred upon or assigned to him by the Board.

**15.** There shall be a Chancellor elected by the Senate, <sup>Chancellor</sup> who shall be the titular head of the University, who shall confer all degrees and who shall, subject to the will of the Senate, hold office for three years or until his successor is elected.

**16.** No religious test shall be required of any professor, <sup>Religious tests not required</sup> lecturer, teacher, officer or servant or of any student of the University nor shall any religious observances according to the regulations of any particular denomination or sect be imposed upon them.

**17.** The University shall have, in addition to the powers, <sup>Property rights and privileges mentioned in section 27 of *The Interpretation Act*, power to purchase or otherwise acquire, take or receive by gift, bequest or devise and to hold and enjoy any estate or property, whether real or personal, whatsoever and to sell, grant, convey, mortgage, lease or otherwise dispose of the same or any part thereof from time to time and as occasion may require and to acquire other estate or property in addition thereto or in place thereof without licence in mortmain and without limitation as to the period of holding.</sup> <sup>R.S.O. 1950, c. 184</sup>

**18.** All property heretofore or hereafter granted, conveyed, <sup>Trust property vested in University</sup> devised or bequeathed to any person in trust for or for the benefit of the University, or of any faculty, school or department thereof or otherwise in connection therewith, subject to any trust or trusts affecting the same, shall be vested in the University.

**Tax exemption**

**19.** The property vested in the University and any lands and premises leased to or occupied by the University shall not be liable to taxation for provincial, municipal or school purposes, and shall be exempt from every description of taxation so long as the same are actually used and occupied for the purposes of the University.

**Property of University not liable to be expropriated**

**20.** Real property vested in the University shall not be liable to be entered upon, used or taken by any corporation, except a municipal corporation, or by any person possessing the right of taking real property compulsorily for any purpose, and no power to expropriate real property hereafter conferred shall extend to such property unless in the Act conferring the power it is made in express terms to apply thereto.

**Application of statute of limitations**

**21.** All property vested in the University shall, as far as the application thereto of any statute of limitations is concerned, be deemed to have been and to be real property vested in the Crown for the public uses of Ontario.

**Application of property**

**22.** The property and the income, revenues, issues and profits of all property of the University shall be applied solely to achieving the objects and purposes of the University.

**Investment of funds**

**23.** The funds of the University not immediately required for its purposes and the proceeds of all property which come to the hands of the Board, subject to any trust or trusts affecting the same, may be invested and reinvested in such investments as the Board shall deem meet.

**Borrowing powers**

**24.** The University, if authorized by by-law of the Board, may,

- (a) borrow money on its credit in such amount, on such terms and from such persons, firms or corporations, including chartered banks, as may be determined by the Board;
- (b) make, draw and endorse promissory notes or bills of exchange;
- (c) hypothecate, pledge, charge or mortgage any part or all of the property of the University to secure any money so borrowed or the fulfilment of the obligations incurred by it under any promissory note or bill of exchange signed, made, drawn or endorsed by it;
- (d) issue bonds, debentures and obligations on such terms and conditions as the Board may decide, and

pledge or sell such bonds, debentures and obligations for such sums and at such prices as the Board may decide, and mortgage, charge, hypothecate or pledge all or any part of the property of the University to secure any such bonds, debentures and obligations.

**25.** The University shall have power and capacity to <sup>Powers of</sup> affiliate with, or take into affiliation or federate with, other <sup>affiliation</sup> universities, colleges and institutions of learning on such terms and for such periods of time as the Board may determine.

**26.** The accounts of the University shall be audited at <sup>Audit</sup> least once a year by a practising auditor.

**27.** The University shall submit to the Lieutenant-Governor <sup>Annual</sup> in Council, upon request, the annual report of the University <sup>report</sup> and such other reports as may be so requested from time to time.

**28.** This Act comes into force on the day it receives Royal <sup>Commence-</sup> Assent. <sup>ment</sup>

**29.** This Act may be cited as *The York University Act*, <sup>Short title</sup> 1959.





BILL

An Act to incorporate York University

---

*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. ROWNTREE

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act to incorporate York University

---

MR. ROWNTREE

---

*(Reprinted as amended by the Committee on Private Bills)*





No. Pr6

1959

# BILL

## An Act to incorporate York University

**W**HEREAS the persons named in section 2 by their Preamble  
petition have represented that they are desirous of  
establishing in the Province of Ontario, at or near The Muni-  
cipality of Metropolitan Toronto, an institution to provide  
facilities for instruction in all branches of higher learning  
having the rights and powers of a university; and whereas the  
petitioners have prayed for special legislation to effect such  
purpose; and whereas it is expedient to grant the prayer of the  
petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

### 1. In this Act,

**Interpre-  
tation**

- (a) "Board" means Board of Governors of York University;
- (b) "Chancellor" means Chancellor of the University;
- (c) "President" means President of the University;
- (d) "property" includes all property, both real and personal;
- (e) "real property" includes messuages, lands, tenements, and hereditaments, whether corporeal or incorporeal, and any undivided share thereof and any estate or interest therein;
- (f) "Senate" means Senate of the University;
- (g) "teaching staff" includes professors, associate professors, assistant professors, lecturers, associates, instructors, demonstrators and all others engaged in the work of teaching or giving instruction or in research; and
- (h) "University" means York University.

York  
University  
incorporated

**2.** Air Marshal Wilfred Austin Curtis, C.B., C.B.E., D.F.C., LL.D., E.D., James Robbins Kidd, M.A., D.Ed., Thomas Richardson Loudon, B.A.Sc., C.E., V.D., Hon. F.A.I.C., M.E.I.C., Prof. Emeritus Aero.Eng. U. of T., Stanley Harold Deeks, F.I.A., Ph.D., Arthur Donald Margison, B.Eng., P.Eng., Arthur Robinson Hackett, B.A., B.Sc., Edgar Tilden Alberts and such other persons who may hereafter be appointed or elected Chancellor, President or a member of the Board or as a member of the Senate or upon whom the University may confer a degree are hereby created a body corporate with perpetual succession and a common seal under the name of "York University".

Objects and  
purposes of  
University

**3.** The objects and purposes of the University are,

- (a) the advancement of learning and the dissemination of knowledge; and
- (b) the intellectual, social, moral and physical development of its members and the betterment of society.

Faculties  
and schools

**4.** The University shall have power to establish and maintain such faculties, schools, institutes, departments, chairs and courses as shall be deemed meet by the Senate and approved with respect to finances and facilities by the Board.

Degrees

**5.** The University shall have power and authority to grant in all branches of learning any and all university degrees and honorary degrees and diplomas.

Manage-  
ment of  
University  
vested in  
Board

**6.—(1)** Except as to such matters by this Act specifically assigned to the Senate, the government, conduct, management and control of the University and of its property, revenues, expenditures, business and affairs shall be vested in a board under the name "Board of Governors of York University" and the Board shall have all powers necessary or convenient to perform its duties and achieve the objects and purposes of the University, including, without limiting the generality of the foregoing, power,

- (a) to appoint and remove the President and the Vice-President;
- (b) to fix the numbers, duties, salaries and other emoluments of the officers, agents and servants of the University;
- (c) to appoint an Executive Committee and such other committees as it may deem advisable, and to delegate to any such committee any of its powers;

(d) to borrow money for purposes of the University and give security therefor on such terms and in such amounts as it may deem advisable;

(e) to make by-laws and regulations not inconsistent with the conduct of its affairs, including the fixing of a quorum, the election or appointment of its members and the filling of vacancies.

(2) By-laws shall not require confirmation by the members of the corporation. Confirmation  
of  
by-laws

7. The persons named in section 2, and such persons as may be appointed by them, shall constitute the provisional Board of Governors which shall act until the Board is re-constituted in accordance with section 8, provided that the total number of members shall not exceed twenty-four. Provisional  
Board

8. Within twenty-four months from the coming into force of this Act, the Board shall be reconstituted to consist of, Composition  
of Board

(a) the Chancellor *ex officio*;

(b) the President *ex officio*; and

(c) such number of members, not exceeding twenty-four, as may be prescribed by the by-laws of the Board, elected or appointed for a term of four years in the manner prescribed by the by-laws of the Board.

9. No persons on the teaching staff or administrative staff of the University, other than the Chancellor and the President, shall be members of the Board. Eligibility  
of staff

10. The Board shall elect a chairman from among its members. Chairman

11. After thirty days notice to any member, the Board may, by resolution passed by at least two-thirds of the votes cast at a meeting of the Board, declare vacant the seat of such member. Vacancies

12.—(1) There shall be a Senate of the University composed of, Senate

(a) the Chancellor *ex officio*;

(b) the President *ex officio*;

(c) the deans or chairmen of faculty boards *ex officio*;

- (d) two members of the Board of Governors appointed by the Board;
- (e) such numbers of other persons representing such faculties, institutions or organizations as the Senate may determine.

**Vacancies**

- (2) The body possessing the power of election or appointment may fill a vacancy on the Senate for the unexpired portion of any term.

**Powers of Senate**

**13.** The Senate shall be responsible for the educational policy of the University and, with the approval of the Board in so far as the expenditure of funds and establishment of facilities are concerned, may create faculties or departments or establish chairs in any and as many of the arts and sciences as the Senate may determine, may create faculty councils to act as executive committees for the Senate to regulate the admission of students, courses of study and requirements for graduation, may enact by-laws regulating matters in this section referred to and may from time to time amend or replace any of its by-laws, and, without limiting the generality of the foregoing, the Senate shall have power,

- (a) to elect the Chancellor;
- (b) to control and regulate the system of education of the University;
- (c) to determine the courses of study and suitable standards of admission into the University and qualifications for degrees;
- (d) to conduct examinations and appoint examiners;
- (e) to deal with matters arising in connection with the award of fellowships, scholarships, medals, prizes and other awards;
- (f) to confer the degrees of Bachelors, Masters and Doctors in the several arts, sciences and faculties, and all other degrees which may appropriately be conferred by a university;
- (g) to make by-laws and regulations for the conduct of its affairs, including the fixing of a quorum and the election or appointment of its members.

**14.—(1)** There shall be a President of the University who <sup>President</sup> shall be appointed by the Board and who, unless otherwise provided, shall hold office during the pleasure of the Board.

(2) The Board may appoint a Vice-President who shall act <sup>Vice-President</sup> in the absence of the President and shall have such other powers and duties as may be conferred on him by the Board.

(3) The President shall be Vice-Chancellor and chief <sup>Powers and duties of President</sup> executive officer of the University and, in the absence of or vacancy in the office of the Chancellor, shall perform the functions of the Chancellor, and, subject to the will of the Board, the President shall have supervision over and direction of the academic work and general administration of the University and the teaching staff thereof, and the officers and servants thereof, and the students thereof, and shall also have such other powers and duties as from time to time may be conferred upon or assigned to him by the Board.

**15.** There shall be a Chancellor elected by the Senate, <sup>Chancellor</sup> who shall be the titular head of the University, who shall confer all degrees and who shall, subject to the will of the Senate, hold office for three years or until his successor is elected.

**16.** No religious test shall be required of any professor, <sup>Religious tests not required</sup> lecturer, teacher, officer or servant or of any student of the University nor shall any religious observances according to the regulations of any particular denomination or sect be imposed upon them.

**17.** The University shall have, in addition to the powers, <sup>Property</sup> rights and privileges mentioned in section 27 of *The Interpretation Act*, power to purchase or otherwise acquire, take or <sup>R.S.O. 1950, c. 184</sup> receive by gift, bequest or devise and to hold and enjoy any estate or property, whether real or personal, whatsoever and to sell, grant, convey, mortgage, lease or otherwise dispose of the same or any part thereof from time to time and as occasion may require and to acquire other estate or property in addition thereto or in place thereof without licence in mortmain and without limitation as to the period of holding.

**18.** All property heretofore or hereafter granted, conveyed, <sup>Trust property vested in University</sup> devised or bequeathed to any person in trust for or for the benefit of the University, or of any faculty, school or department thereof or otherwise in connection therewith, subject to any trust or trusts affecting the same, shall be vested in the University.

**Tax exemption**

**19.** The property vested in the University and any lands and premises leased to and occupied by the University shall not be liable to taxation for provincial, municipal or school purposes, and shall be exempt from every description of taxation so long as the same are actually used and occupied for the purposes of the University.

**Property of University not liable to be expropriated**

**20.** Real property vested in the University shall not be liable to be entered upon, used or taken by any corporation, except a municipal corporation, or by any person possessing the right of taking real property compulsorily for any purpose, and no power to expropriate real property hereafter conferred shall extend to such property unless in the Act conferring the power it is made in express terms to apply thereto.

**Application of statute of limitations**

**21.** All property vested in the University shall, as far as the application thereto of any statute of limitations is concerned, be deemed to have been and to be real property vested in the Crown for the public uses of Ontario.

**Application of property**

**22.** The property and the income, revenues, issues and profits of all property of the University shall be applied solely to achieving the objects and purposes of the University.

**Investment of funds**

**23.** The funds of the University not immediately required for its purposes and the proceeds of all property which come to the hands of the Board, subject to any trust or trusts affecting the same, may be invested and reinvested in such investments as the Board shall deem meet.

**Borrowing powers**

**24.** The University, if authorized by by-law of the Board, may,

- (a) borrow money on its credit in such amount, on such terms and from such persons, firms or corporations, including chartered banks, as may be determined by the Board;
- (b) make, draw and endorse promissory notes or bills of exchange;
- (c) hypothecate, pledge, charge or mortgage any part or all of the property of the University to secure any money so borrowed or the fulfilment of the obligations incurred by it under any promissory note or bill of exchange signed, made, drawn or endorsed by it;
- (d) issue bonds, debentures and obligations on such terms and conditions as the Board may decide, and

pledge or sell such bonds, debentures and obligations for such sums and at such prices as the Board may decide, and mortgage, charge, hypothecate or pledge all or any part of the property of the University to secure any such bonds, debentures and obligations.

**25.** The University shall have power and capacity to <sup>Powers of affiliation</sup> affiliate with, or take into affiliation or federate with, other universities, colleges and institutions of learning on such terms and for such periods of time as the Board may determine.

**26.** The accounts of the University shall be audited at <sup>Audit</sup> least once a year by a practising auditor.

**27.** The University shall submit to the Lieutenant-Governor <sup>Annual report</sup> in Council, upon request, the annual report of the University and such other reports as may be so requested from time to time.

**28.** This Act comes into force on the day it receives Royal <sup>Commence-  
ment</sup> Assent.

**29.** This Act may be cited as *The York University Act*, <sup>Short title</sup> 1959.







## BILL

An Act to incorporate York University

---

*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. ROWNTREE

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*(Reprinted as amended by the Committee  
on Private Bills)*

No. Pr6

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act to incorporate York University

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MR. ROWNTREE

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



No. Pr6

1959

# BILL

## An Act to incorporate York University

**W**HEREAS the persons named in section 2 by their Preamble  
petition have represented that they are desirous of  
establishing in the Province of Ontario, at or near The Muni-  
cipality of Metropolitan Toronto, an institution to provide  
facilities for instruction in all branches of higher learning  
having the rights and powers of a university; and whereas the  
petitioners have prayed for special legislation to effect such  
purpose; and whereas it is expedient to grant the prayer of the  
petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

### 1. In this Act,

Interpre-  
tation

- (a) "Board" means Board of Governors of York University;
- (b) "Chancellor" means Chancellor of the University;
- (c) "President" means President of the University;
- (d) "property" includes all property, both real and personal;
- (e) "real property" includes messuages, lands, tenements, and hereditaments, whether corporeal or incorporeal, and any undivided share thereof and any estate or interest therein;
- (f) "Senate" means Senate of the University;
- (g) "teaching staff" includes professors, associate professors, assistant professors, lecturers, associates, instructors, demonstrators and all others engaged in the work of teaching or giving instruction or in research; and
- (h) "University" means York University.

York  
University  
incorporated

**2.** Air Marshal Wilfred Austin Curtis, C.B., C.B.E., D.F.C., LL.D., E.D., James Robbins Kidd, M.A., D.Ed., Thomas Richardson Loudon, B.A.Sc., C.E., V.D., Hon. F.A.I.C., M.E.I.C., Prof. Emeritus Aero.Eng. U. of T., Stanley Harold Deeks, F.I.A., Ph.D., Arthur Donald Margison, B.Eng., P.Eng., Arthur Robinson Hackett, B.A., B.Sc., Edgar Tilden Alberts and such other persons who may hereafter be appointed or elected Chancellor, President or a member of the Board or as a member of the Senate or upon whom the University may confer a degree are hereby created a body corporate with perpetual succession and a common seal under the name of "York University".

Objects and  
purposes of  
University

**3.** The objects and purposes of the University are,

- (a) the advancement of learning and the dissemination of knowledge; and
- (b) the intellectual, social, moral and physical development of its members and the betterment of society.

Faculties  
and schools

**4.** The University shall have power to establish and maintain such faculties, schools, institutes, departments, chairs and courses as shall be deemed meet by the Senate and approved with respect to finances and facilities by the Board.

Degrees

**5.** The University shall have power and authority to grant in all branches of learning any and all university degrees and honorary degrees and diplomas.

Manage-  
ment of  
University  
vested in  
Board

**6.—(1)** Except as to such matters by this Act specifically assigned to the Senate, the government, conduct, management and control of the University and of its property, revenues, expenditures, business and affairs shall be vested in a board under the name "Board of Governors of York University" and the Board shall have all powers necessary or convenient to perform its duties and achieve the objects and purposes of the University, including, without limiting the generality of the foregoing, power,

- (a) to appoint and remove the President and the Vice-President;
- (b) to fix the numbers, duties, salaries and other emoluments of the officers, agents and servants of the University;
- (c) to appoint an Executive Committee and such other committees as it may deem advisable, and to delegate to any such committee any of its powers;

(d) to borrow money for purposes of the University and give security therefor on such terms and in such amounts as it may deem advisable;

(e) to make by-laws and regulations not inconsistent with the conduct of its affairs, including the fixing of a quorum, the election or appointment of its members and the filling of vacancies.

(2) By-laws shall not require confirmation by the members of the corporation. <sup>Confirmation of by-laws</sup>

7. The persons named in section 2, and such persons as may be appointed by them, shall constitute the provisional Board of Governors which shall act until the Board is reconstituted in accordance with section 8, provided that the total number of members shall not exceed twenty-four. <sup>Provisional Board</sup>

8. Within twenty-four months from the coming into force of this Act, the Board shall be reconstituted to consist of, <sup>Composition of Board</sup>

(a) the Chancellor *ex officio*;

(b) the President *ex officio*; and

(c) such number of members, not exceeding twenty-four, as may be prescribed by the by-laws of the Board, elected or appointed for a term of four years in the manner prescribed by the by-laws of the Board.

9. No persons on the teaching staff or administrative staff of the University, other than the Chancellor and the President, shall be members of the Board. <sup>Eligibility of staff</sup>

10. The Board shall elect a chairman from among its members. <sup>Chairman</sup>

11. After thirty days notice to any member, the Board may, by resolution passed by at least two-thirds of the votes cast at a meeting of the Board, declare vacant the seat of such member. <sup>Vacancies</sup>

12.—(1) There shall be a Senate of the University composed of, <sup>Senate</sup>

(a) the Chancellor *ex officio*;

(b) the President *ex officio*;

(c) the deans or chairmen of faculty boards *ex officio*;

(d) two members of the Board of Governors appointed by the Board;

(e) such numbers of other persons representing such faculties, institutions or organizations as the Senate may determine.

**Vacancies**

(2) The body possessing the power of election or appointment may fill a vacancy on the Senate for the unexpired portion of any term.

**Powers of Senate**

**13.** The Senate shall be responsible for the educational policy of the University and, with the approval of the Board in so far as the expenditure of funds and establishment of facilities are concerned, may create faculties or departments or establish chairs in any and as many of the arts and sciences as the Senate may determine, may create faculty councils to act as executive committees for the Senate to regulate the admission of students, courses of study and requirements for graduation, may enact by-laws regulating matters in this section referred to and may from time to time amend or replace any of its by-laws, and, without limiting the generality of the foregoing, the Senate shall have power,

(a) to elect the Chancellor;

(b) to control and regulate the system of education of the University;

(c) to determine the courses of study and suitable standards of admission into the University and qualifications for degrees;

(d) to conduct examinations and appoint examiners;

(e) to deal with matters arising in connection with the award of fellowships, scholarships, medals, prizes and other awards;

(f) to confer the degrees of Bachelors, Masters and Doctors in the several arts, sciences and faculties, and all other degrees which may appropriately be conferred by a university;

(g) to make by-laws and regulations for the conduct of its affairs, including the fixing of a quorum and the election or appointment of its members.



**14.—**(1) There shall be a President of the University who <sup>President</sup> shall be appointed by the Board and who, unless otherwise provided, shall hold office during the pleasure of the Board.

(2) The Board may appoint a Vice-President who shall act <sup>Vice-President</sup> in the absence of the President and shall have such other powers and duties as may be conferred on him by the Board.

(3) The President shall be Vice-Chancellor and <sup>chief Powers and duties of President</sup> executive officer of the University and, in the absence of or vacancy in the office of the Chancellor, shall perform the functions of the Chancellor, and, subject to the will of the Board, the President shall have supervision over and direction of the academic work and general administration of the University and the teaching staff thereof, and the officers and servants thereof, and the students thereof, and shall also have such other powers and duties as from time to time may be conferred upon or assigned to him by the Board.

**15.** There shall be a Chancellor elected by the Senate, <sup>Chancellor</sup> who shall be the titular head of the University, who shall confer all degrees and who shall, subject to the will of the Senate, hold office for three years or until his successor is elected.

**16.** No religious test shall be required of any professor, lecturer, teacher, officer or servant or of any student of the University nor shall any religious observances according to the regulations of any particular denomination or sect be imposed upon them. <sup>Religious tests not required</sup>

**17.** The University shall have, in addition to the powers, <sup>Property rights and privileges mentioned in section 27 of *The Interpretation Act*, power to purchase or otherwise acquire, take or receive by gift, bequest or devise and to hold and enjoy any estate or property, whether real or personal, whatsoever and to sell, grant, convey, mortgage, lease or otherwise dispose of the same or any part thereof from time to time and as occasion may require and to acquire other estate or property in addition thereto or in place thereof without licence in mortmain and without limitation as to the period of holding.</sup> <sup>R.S.O. 1950, c. 184</sup>

**18.** All property heretofore or hereafter granted, conveyed, devised or bequeathed to any person in trust for or for the benefit of the University, or of any faculty, school or department thereof or otherwise in connection therewith, subject to any trust or trusts affecting the same, shall be vested in the University. <sup>Trust property vested in University</sup>

**Tax  
exemption**

**19.** The property vested in the University and any lands and premises leased to and occupied by the University shall not be liable to taxation for provincial, municipal or school purposes, and shall be exempt from every description of taxation so long as the same are actually used and occupied for the purposes of the University.

**Property of  
University  
not liable  
to be  
expropriated**

**20.** Real property vested in the University shall not be liable to be entered upon, used or taken by any corporation, except a municipal corporation, or by any person possessing the right of taking real property compulsorily for any purpose, and no power to expropriate real property hereafter conferred shall extend to such property unless in the Act conferring the power it is made in express terms to apply thereto.

**Application  
of statute  
of  
limitations**

**21.** All property vested in the University shall, as far as the application thereto of any statute of limitations is concerned, be deemed to have been and to be real property vested in the Crown for the public uses of Ontario.

**Application  
of property**

**22.** The property and the income, revenues, issues and profits of all property of the University shall be applied solely to achieving the objects and purposes of the University.

**Investment  
of funds**

**23.** The funds of the University not immediately required for its purposes and the proceeds of all property which come to the hands of the Board, subject to any trust or trusts affecting the same, may be invested and reinvested in such investments as the Board shall deem meet.

**Borrowing  
powers**

**24.** The University, if authorized by by-law of the Board, may,

- (a) borrow money on its credit in such amount, on such terms and from such persons, firms or corporations, including chartered banks, as may be determined by the Board;
- (b) make, draw and endorse promissory notes or bills of exchange;
- (c) hypothecate, pledge, charge or mortgage any part or all of the property of the University to secure any money so borrowed or the fulfilment of the obligations incurred by it under any promissory note or bill of exchange signed, made, drawn or endorsed by it;
- (d) issue bonds, debentures and obligations on such terms and conditions as the Board may decide, and

pledge or sell such bonds, debentures and obligations for such sums and at such prices as the Board may decide, and mortgage, charge, hypothecate or pledge all or any part of the property of the University to secure any such bonds, debentures and obligations.

**25.** The University shall have power and capacity to <sup>Powers of affiliation</sup> affiliate with, or take into affiliation or federate with, other universities, colleges and institutions of learning on such terms and for such periods of time as the Board may determine.

**26.** The accounts of the University shall be audited at <sup>Audit</sup> least once a year by a practising auditor.

**27.** The University shall submit to the Lieutenant-Governor <sup>Annual report</sup> in Council, upon request, the annual report of the University and such other reports as may be so requested from time to time.

**28.** This Act comes into force on the day it receives Royal <sup>Commence-  
ment</sup> Assent.

**29.** This Act may be cited as *The York University Act*, <sup>Short title</sup> 1959.





# BILL

## An Act to incorporate York University

---

*1st Reading*

February 17th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

---

MR. ROWNTREE

---

No. Pr7

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting the Estate  
of the Honourable George Taylor Fulford

---

MR. AULD

---

(PRIVATE BILL)

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr7

1959

# BILL

## An Act respecting the Estate of the Honourable George Taylor Fulford

**W**HEREAS George Taylor Fulford, George Taylor Preamble  
Fulford III, Dwight W. Fulford and Martha Disher  
by their petition have represented that they are the only  
persons now interested in the estate of the late Honourable  
George Taylor Fulford who died on or about the 15th day  
of October, 1905, and whose last will and testament was  
probated in the surrogate court of the United Counties of  
Leeds and Grenville on the 1st day of November, 1905, and  
that the last will and testament provides, by clause 4 thereof,  
that the executors should invest the moneys of the estate in  
government bonds and securities and municipal debentures of  
the Dominion of Canada and the provinces, and the muni-  
cipalities therein, and of the United States of America, and  
the states and municipalities therein; and whereas the peti-  
tioners have prayed for special legislation in respect of the  
matter hereinafter set forth; and whereas it is expedient to  
grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

**1.** The executors and trustees of the estate of the late Investments  
Honourable George Taylor Fulford, in addition to or in sub-  
stitution for the powers conferred on the executors by the  
last will and testament of the Honourable George Taylor  
Fulford, may from time to time and at any time invest the  
funds of the estate, or any portion thereof, in the purchase of  
any investments in which an insurer is permitted to invest  
its funds under section 207 of *The Corporations Act, 1953*,<sup>1953, c. 19</sup>  
as the same now is or as it may from time to time be amended,  
and may alter and vary such investments from time to time  
by substituting others of a like nature.

**2.** This Act comes into force on the day it receives Royal Commence-  
Assent. ment

**3.** The Act may be cited as *The Honourable George Taylor Short title*  
*Fulford Estate Act, 1959.*

BILL

An Act respecting  
the Estate of the Honourable  
George Taylor Fulford

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. AULD

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting the Estate  
of the Honourable George Taylor Fulford

---

MR. AULD

---

*(Reprinted as amended by the Committee on Private Bills)*



No. Pr7

1959

# BILL

## An Act respecting the Estate of the Honourable George Taylor Fulford

**W**HEREAS George Taylor Fulford, George Taylor Preamble  
Fulford III, Dwight W. Fulford and Martha Disher  
by their petition have represented that they are the only  
persons now interested in the estate of the late Honourable  
George Taylor Fulford who died on or about the 15th day  
of October, 1905, and whose last will and testament was  
probated in the surrogate court of the United Counties of  
Leeds and Grenville on the 1st day of November, 1905, and  
that the last will and testament provides, by clause 4 thereof,  
that the executors should invest the moneys of the estate in  
government bonds and securities and municipal debentures of  
the Dominion of Canada and the provinces, and the muni-  
cipalities therein, and of the United States of America, and  
the states and municipalities therein; and whereas the peti-  
tioners have prayed for special legislation in respect of the  
matter hereinafter set forth; and whereas it is expedient to  
grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

1.—(1) The executors and trustees of the estate of the late Investments  
Honourable George Taylor Fulford, in addition to or in sub-  
stitution for the powers conferred on the executors by the  
last will and testament of the Honourable George Taylor  
Fulford, may from time to time and at any time invest the  
funds of the estate, or any portion thereof, in the purchase of  
any investments in which an insurer is permitted to invest  
its funds under section 207 of *The Corporations Act, 1953*, 1953, c. 19  
as the same now is or as it may from time to time be amended,  
and may alter and vary such investments from time to time  
by substituting others of a like nature.

(2) Such investments shall not be subject to the provisions Application  
of subsections 3 to 15 of section 207 of *The Corporations Act*, of 1953,  
c. 19, s. 207,  
*1953* or any provisions that may be substituted therefor. subss. 3-15

- Commence-  
ment**      **2.** This Act comes into force on the day it receives Royal Assent.
- Short title**      **3.** The Act may be cited as *The Honourable George Taylor Fulford Estate Act, 1959*.









BILL

An Act respecting  
the Estate of the Honourable  
George Taylor Fulford

---

*1st Reading*

February 12th, 1959

*2nd Reading*

*3rd Reading*

---

MR. AULD

---

*(Reprinted as amended by the Committee  
on Private Bills)*

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting the Estate  
of the Honourable George Taylor Fulford

---

MR. AULD

---



No. Pr7

1959

# BILL

## An Act respecting the Estate of the Honourable George Taylor Fulford

**W**HEREAS George Taylor Fulford, George Taylor Preamble  
Fulford III, Dwight W. Fulford and Martha Disher  
by their petition have represented that they are the only  
persons now interested in the estate of the late Honourable  
George Taylor Fulford who died on or about the 15th day  
of October, 1905, and whose last will and testament was  
probated in the surrogate court of the United Counties of  
Leeds and Grenville on the 1st day of November, 1905, and  
that the last will and testament provides, by clause 4 thereof,  
that the executors should invest the moneys of the estate in  
government bonds and securities and municipal debentures of  
the Dominion of Canada and the provinces, and the muni-  
cipalities therein, and of the United States of America, and  
the states and municipalities therein; and whereas the peti-  
tioners have prayed for special legislation in respect of the  
matter hereinafter set forth; and whereas it is expedient to  
grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

1.—(1) The executors and trustees of the estate of the late Investments  
Honourable George Taylor Fulford, in addition to or in sub-  
stitution for the powers conferred on the executors by the  
last will and testament of the Honourable George Taylor  
Fulford, may from time to time and at any time invest the  
funds of the estate, or any portion thereof, in the purchase of  
any investments in which an insurer is permitted to invest  
its funds under section 207 of *The Corporations Act, 1953*, 1953, c. 19  
as the same now is or as it may from time to time be amended,  
and may alter and vary such investments from time to time  
by substituting others of a like nature.

(2) Such investments shall not be subject to the provisions Application  
of subsections 3 to 15 of section 207 of *The Corporations Act*, of 1953,  
c. 19, s. 207,  
1953 or any provisions that may be substituted therefor. subss. 3-15

**Commence-  
ment**      **2.** This Act comes into force on the day it receives Royal Assent.

**Short title**      **3.** The Act may be cited as *The Honourable George Taylor Fulford Estate Act, 1959*.









An Act respecting  
the Estate of the Honourable  
George Taylor Fulford

---

*1st Reading*

February 12th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

---

MR. AULD

---

No. Pr8

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting the Township of Pelee

---

MR. MURDOCH

---

(PRIVATE BILL)

---

TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



No. Pr8

1959

# BILL

## An Act respecting the Township of Pelee

**W**HEREAS The Corporation of the Township of Pelee Preamble  
by its petition has represented that it is desirable that  
it be authorized to submit a tender and to enter into an  
agreement with Her Majesty the Queen in right of Canada,  
represented by the Minister of Transport, for the operation  
of a ship or vessel carrying passengers, motor vehicles and  
freight between the mainland of the Province of Ontario and  
Pelee Island and between Pelee Island and the Port of  
Sandusky in the State of Ohio, one of The United States of  
America, and has prayed for special legislation to effect such  
purpose; and whereas it is expedient to grant the prayer of the  
petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

1. The Corporation of the Township of Pelee is hereby Tender and  
agreement  
for the  
operation  
of a vessel  
authorized  
authorized and empowered,
  - (a) to submit a tender to the Department of Transport  
to operate a ship or vessel owned by Her Majesty  
the Queen in right of Canada, represented by the  
Minister of Transport, for the carrying of passengers,  
motor vehicles and freight for hire between the main-  
land of the Province of Ontario and Pelee Island  
and between Pelee Island and the Port of Sandusky  
in the State of Ohio, one of The United States of  
America; and
  - (b) to enter into an agreement with Her Majesty the  
Queen in right of Canada, represented by the  
Minister of Transport, to so operate such ship or  
vessel.

2. This Act comes into force on the day it receives Royal Commence-  
ment  
Assent.

3. This Act may be cited as *The Township of Pelee Act, 1959*. Short title

An Act respecting  
the Township of Pelée

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*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. MURDOCH

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

An Act respecting  
The Roman Catholic Episcopal Corporation  
of the Diocese of Timmins

---

MR. HERBERT

---

(PRIVATE BILL)





No. PR9

1959

# BILL

## An Act respecting The Roman Catholic Episcopal Corporation of the Diocese of Timmins

**W**HEREAS The Roman Catholic Episcopal Corporation <sup>Preamble</sup> of the Diocese of Timmins, herein called the Corporation, by its petition has represented that it was incorporated under the name of "The Catholic Episcopal Corporation of Timiskaming" by *An Act to incorporate the Catholic Episcopal Corporation of Timiskaming*, being chapter 82 of the Statutes of Canada, 1910, and that by *An Act respecting The Catholic Episcopal Corporation of Timiskaming*, being chapter 55 of the Statutes of Canada, 1958, its name was changed to "The Roman Catholic Episcopal Corporation of the Diocese of Timmins" and its objects, purposes and powers were clarified and amplified; and whereas the Corporation carries on its undertakings in the Province of Ontario and in the Province of Quebec and uncertainty has arisen as to its right to exercise in Ontario all of the powers set out in such Acts, more particularly with respect to the holding of real estate, the issuing of bonds and debentures and otherwise in respect of matters relating to its financial affairs; and whereas the petitioner has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. The Corporation from time to time and at all times <sup>Real property</sup> may purchase, acquire or otherwise take, receive, hold, possess and enjoy any lands and tenements or interest therein given, granted, mortgaged or devised to it and may alienate, sell, convey, lease, mortgage and dispose of the same and purchase others in their stead; provided that the Corporation shall not at any time acquire or hold, as purchaser, any lands or tenements or interest therein otherwise than for actual use or occupation, or *bona fide* for future use or occupation, for the purposes of the Corporation; but no lands or tenements or

interest therein, acquired by gift, devise or bequest or under and by virtue of a mortgage, shall be held by the Corporation for a longer period than seven years after acquisition thereof unless, at the expiration of the period of seven years after the date of acquisition, the same are being actually used or occupied for the purposes of the Corporation, and, to the extent that any lands or tenements or interest therein, acquired by gift, devise or bequest or under and by virtue of a mortgage, are not, at the expiration of the period of seven years after the date of acquisition, required for such actual use or occupation as aforesaid, the same shall be disposed of by the Corporation as soon as conveniently may be after the expiration of the period of seven years after the date of acquisition, failing which the same shall be forfeited to the Crown as in the case of lands forfeited under *The Mortmain and Charitable Uses Act*.

R.S.O. 1950,  
c. 241

Property  
vested in  
corporation

**2.** All and every the estate and property, real and personal, heretofore granted to or acquired, taken, received, held, possessed or enjoyed by the Corporation, and all such estate and property now belonging to or hereafter acquired by the Corporation, shall be and are hereby vested in the Corporation, notwithstanding any forfeiture or divesting of title previous to the date of the coming into force of this Act, and the said estate and property may be held, possessed and enjoyed by the Corporation.

Investments

**3.** The Corporation may invest its funds or any portion thereof either directly in the name of the Corporation or indirectly in the name of trustees in the purchase of such securities as it may deem advisable and may lend its funds or any portion thereof on any such securities, including mortgages.

Borrowing  
powers

**4.** The Corporation from time to time may, for the purposes of the Corporation,

- (a) borrow money upon the credit of the Corporation;
- (b) limit or increase the amount to be borrowed;
- (c) make, draw, accept, endorse or become party to promissory notes and bills of exchange, and every such note or bill made, drawn, accepted or endorsed by the party thereto, authorized by the by-laws of the Corporation and countersigned by the proper party thereto authorized by the by-laws of the Corporation, shall be binding upon the Corporation and shall be presumed to have been made, drawn, accepted or endorsed with proper authority until

the contrary is shown, and it shall not be necessary in any case to have the seal of the Corporation affixed to any such note or bill;

- (d) issue bonds, debentures or other securities of the Corporation;
- (e) pledge or sell such bonds, debentures or other securities for such sums and at such prices as may be deemed expedient; and
- (f) mortgage, hypothecate or pledge any property of the Corporation, real or personal, present or future, by way of trust deeds or otherwise to secure the repayment of any money borrowed for the purposes of the Corporation or which it is obligated to pay or the payment of which is guaranteed by it.

5. It is hereby declared that the Corporation shall be bound for payment of all moneys heretofore borrowed by and in the name of the Corporation and shall be liable on all guarantees heretofore entered into by and in the name of the Corporation, notwithstanding that the Corporation may not have had power to borrow such moneys or to enter into such guarantees, as such borrowing or such guarantees would have been valid if done or entered into after this Act had come into force. Existing borrowings confirmed

6. The persons, firms or corporations, including chartered banks, from whom any moneys may be borrowed by the Corporation shall not be obliged to see to the application of the moneys or any part thereof. Lender not obliged to see to application of moneys

7. The Corporation may lend money to, or otherwise assist, any corporation, organization, association, society, institution or foundation in union or affiliation with the Corporation and engaged in works and undertakings similar to those of the Corporation. Power to assist affiliated organizations

8. The Corporation may guarantee, with or without security and upon such terms as it may determine, any debts of, the performance of any obligations of and the repayment of any advances made to or for the purposes of any Roman Catholic corporation, organization, association or society engaged in activities in or partly in the Diocese of Timmins. Guarantee of obligations of others

9. This Act shall be read with *An Act to incorporate the Catholic Episcopal Corporation of Timiskaming*, being chapter 82 of the Statutes of Canada, 1910, and *An Act respecting The Catholic Episcopal Corporation of Timiskaming*, being Construction with prior Acts

chapter 55 of the Statutes of Canada, 1958, and the powers by this Act conferred shall be deemed to be in addition to the powers conferred upon the Corporation by such Acts.

Commence-  
ment

**10.** This Act comes into force on the day it receives Royal Assent.

Short title

**11.** This Act may be cited as *The Roman Catholic Episcopal Corporation of the Diocese of Timmins Act, 1959*.



## BILL

An Act respecting The Roman Catholic  
Episcopal Corporation of the Diocese of  
Timmins

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. HERBERT

---

*(Private Bill)*

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# **BILL**

**An Act respecting  
The Roman Catholic Episcopal Corporation  
of the Diocese of Timmins**

---

**MR. HERBERT**

---

*(Reprinted as amended by the Committee on Private Bills)*





No. Pr9

1959

# BILL

## An Act respecting The Roman Catholic Episcopal Corporation of the Diocese of Timmins

**W**HEREAS The Roman Catholic Episcopal Corporation Preamble of the Diocese of Timmins, herein called the Corporation, by its petition has represented that it was incorporated under the name of "The Catholic Episcopal Corporation of Timiskaming" by *An Act to incorporate the Catholic Episcopal Corporation of Timiskaming*, being chapter 82 of the Statutes of Canada, 1910, and that by *An Act respecting The Catholic Episcopal Corporation of Timiskaming*, being chapter 55 of the Statutes of Canada, 1958, its name was changed to "The Roman Catholic Episcopal Corporation of the Diocese of Timmins" and its objects, purposes and powers were clarified and amplified; and whereas the Corporation carries on its undertakings in the Province of Ontario and in the Province of Quebec and uncertainty has arisen as to its right to exercise in Ontario all of the powers set out in such Acts, more particularly with respect to the holding of real estate, the issuing of bonds and debentures and otherwise in respect of matters relating to its financial affairs; and whereas the petitioner has prayed for special legislation in respect of the matters herein-after set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** The Corporation has the same general power to acquire Real property and hold any land or interest therein as it would have if it were incorporated by or under a general or special Act of the Legislature.

**2.** All and every the estate and property, real and personal, Property vested in corporation heretofore granted to or acquired, taken, received, held, possessed or enjoyed by the Corporation, and all such estate and property now belonging to or hereafter acquired by the Corporation, shall be and are hereby vested in the Corporation,

R.S.O. 1950,  
c. 241

notwithstanding any forfeiture or divesting of title previous to the date of the coming into force of this Act, and the said estate and property may be held, possessed and enjoyed by the Corporation; provided that any such estate and property that, prior to the coming into force of this Act, was vested in the Public Trustee by virtue of section 7 or 10 of *The Mortmain and Charitable Uses Act* and that is not being actually used and occupied for the purposes of the Corporation shall be sold within two years after the day this Act comes into force or within such extended period as may be determined by a judge of the Supreme Court, and, if it is not sold within such two years or such extended period, it shall vest forthwith in the Public Trustee and subsection 2 of section 10 of *The Mortmain and Charitable Uses Act* shall apply thereto.

Investments

**3.** The Corporation may invest its funds or any portion thereof either directly in the name of the Corporation or indirectly in the name of trustees in the purchase of such securities as it may deem advisable and may lend its funds or any portion thereof on any such securities, including mortgages.

Borrowing  
powers

**4.** The Corporation from time to time may, for the purposes of the Corporation,

- (a) borrow money upon the credit of the Corporation;
- (b) limit or increase the amount to be borrowed;
- (c) make, draw, accept, endorse or become party to promissory notes and bills of exchange, and every such note or bill made, drawn, accepted or endorsed by the party thereto, authorized by the by-laws of the Corporation and countersigned by the proper party thereto authorized by the by-laws of the Corporation, shall be binding upon the Corporation and shall be presumed to have been made, drawn, accepted or endorsed with proper authority until the contrary is shown, and it shall not be necessary in any case to have the seal of the Corporation affixed to any such note or bill;
- (d) issue bonds, debentures or other securities of the Corporation;
- (e) pledge or sell such bonds, debentures or other securities for such sums and at such prices as may be deemed expedient; and
- (f) mortgage, hypothecate or pledge any property of the Corporation, real or personal, present or future,

by way of trust deeds or otherwise to secure the repayment of any money borrowed for the purposes of the Corporation or which it is obligated to pay or the payment of which is guaranteed by it.

5. It is hereby declared that the Corporation shall be bound for payment of all moneys heretofore borrowed by and in the name of the Corporation and shall be liable on all guarantees heretofore entered into by and in the name of the Corporation, notwithstanding that the Corporation may not have had power to borrow such moneys or to enter into such guarantees, as such borrowing or such guarantees would have been valid if done or entered into after this Act had come into force. Existing borrowings confirmed

6. The persons, firms or corporations, including chartered banks, from whom any moneys may be borrowed by the Corporation shall not be obliged to see to the application of the moneys or any part thereof. Lender not obliged to see to application of moneys

7. The Corporation may lend money to, or otherwise assist, any corporation, organization, association, society, institution or foundation in union or affiliation with the Corporation and engaged in works and undertakings similar to those of the Corporation. Power to assist affiliated organizations

8. The Corporation may guarantee, with or without security and upon such terms as it may determine, any debts of, the performance of any obligations of and the repayment of any advances made to or for the purposes of any Roman Catholic corporation, organization, association or society engaged in activities in or partly in the Diocese of Timmins. Guarantee of obligations of others

9. This Act shall be read with *An Act to incorporate the Catholic Episcopal Corporation of Timiskaming*, being chapter 82 of the Statutes of Canada, 1910, and *An Act respecting The Catholic Episcopal Corporation of Timiskaming*, being chapter 55 of the Statutes of Canada, 1958, and the powers by this Act conferred shall be deemed to be in addition to the powers conferred upon the Corporation by such Acts. Construction with prior Acts

10. This Act comes into force on the day it receives Royal Assent. Commencement

11. This Act may be cited as *The Roman Catholic Episcopal Corporation of the Diocese of Timmins Act, 1959*. Short title





# BILL

An Act respecting The Roman Catholic  
Episcopal Corporation of the Diocese of  
Timmins

---

*1st Reading*

February 5th, 1959

*2nd Reading*

*3rd Reading*

---

MR. HERBERT

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*(Reprinted as amended by the Committee  
on Private Bills)*

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

An Act respecting  
The Roman Catholic Episcopal Corporation  
of the Diocese of Timmins

---

MR. HERBERT

---





No. Pr9

1959

# BILL

## An Act respecting The Roman Catholic Episcopal Corporation of the Diocese of Timmins

**W**HEREAS The Roman Catholic Episcopal Corporation Preamble  
of the Diocese of Timmins, herein called the Corporation, by its petition has represented that it was incorporated under the name of "The Catholic Episcopal Corporation of Timiskaming" by *An Act to incorporate the Catholic Episcopal Corporation of Timiskaming*, being chapter 82 of the Statutes of Canada, 1910, and that by *An Act respecting The Catholic Episcopal Corporation of Timiskaming*, being chapter 55 of the Statutes of Canada, 1958, its name was changed to "The Roman Catholic Episcopal Corporation of the Diocese of Timmins" and its objects, purposes and powers were clarified and amplified; and whereas the Corporation carries on its undertakings in the Province of Ontario and in the Province of Quebec and uncertainty has arisen as to its right to exercise in Ontario all of the powers set out in such Acts, more particularly with respect to the holding of real estate, the issuing of bonds and debentures and otherwise in respect of matters relating to its financial affairs; and whereas the petitioner has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. The Corporation has the same general power to acquire Real property and hold any land or interest therein as it would have if it were incorporated by or under a general or special Act of the Legislature.

2. All and every the estate and property, real and personal, heretofore granted to or acquired, taken, received, held, Property vested in corporation possessed or enjoyed by the Corporation, and all such estate and property now belonging to or hereafter acquired by the Corporation, shall be and are hereby vested in the Corporation,

R.S.O. 1950,  
c. 241

notwithstanding any forfeiture or divesting of title previous to the date of the coming into force of this Act, and the said estate and property may be held, possessed and enjoyed by the Corporation; provided that any such estate and property that, prior to the coming into force of this Act, was vested in the Public Trustee by virtue of section 7 or 10 of *The Mortmain and Charitable Uses Act* and that is not being actually used and occupied for the purposes of the Corporation shall be sold within two years after the day this Act comes into force or within such extended period as may be determined by a judge of the Supreme Court, and, if it is not sold within such two years or such extended period, it shall vest forthwith in the Public Trustee and subsection 2 of section 10 of *The Mortmain and Charitable Uses Act* shall apply thereto.

**Investments**

**3.** The Corporation may invest its funds or any portion thereof either directly in the name of the Corporation or indirectly in the name of trustees in the purchase of such securities as it may deem advisable and may lend its funds or any portion thereof on any such securities, including mortgages.

**Borrowing  
powers**

**4.** The Corporation from time to time may, for the purposes of the Corporation,

- (a) borrow money upon the credit of the Corporation;
- (b) limit or increase the amount to be borrowed;
- (c) make, draw, accept, endorse or become party to promissory notes and bills of exchange, and every such note or bill made, drawn, accepted or endorsed by the party thereto, authorized by the by-laws of the Corporation and countersigned by the proper party thereto authorized by the by-laws of the Corporation, shall be binding upon the Corporation and shall be presumed to have been made, drawn, accepted or endorsed with proper authority until the contrary is shown, and it shall not be necessary in any case to have the seal of the Corporation affixed to any such note or bill;
- (d) issue bonds, debentures or other securities of the Corporation;
- (e) pledge or sell such bonds, debentures or other securities for such sums and at such prices as may be deemed expedient; and
- (f) mortgage, hypothecate or pledge any property of the Corporation, real or personal, present or future,

by way of trust deeds or otherwise to secure the repayment of any money borrowed for the purposes of the Corporation or which it is obligated to pay or the payment of which is guaranteed by it.

5. It is hereby declared that the Corporation shall be bound for payment of all moneys heretofore borrowed by and in the name of the Corporation and shall be liable on all guarantees heretofore entered into by and in the name of the Corporation, notwithstanding that the Corporation may not have had power to borrow such moneys or to enter into such guarantees, as such borrowing or such guarantees would have been valid if done or entered into after this Act had come into force. Existing borrowing confirmed

6. The persons, firms or corporations, including chartered banks, from whom any moneys may be borrowed by the Corporation shall not be obliged to see to the application of the moneys or any part thereof. Lender not obliged to see to application of moneys

7. The Corporation may lend money to, or otherwise assist, any corporation, organization, association, society, institution or foundation in union or affiliation with the Corporation and engaged in works and undertakings similar to those of the Corporation. Power to assist affiliated organizations

8. The Corporation may guarantee, with or without security and upon such terms as it may determine, any debts of, the performance of any obligations of and the repayment of any advances made to or for the purposes of any Roman Catholic corporation, organization, association or society engaged in activities in or partly in the Diocese of Timmins. Guarantee of obligations of others

9. This Act shall be read with *An Act to incorporate the Catholic Episcopal Corporation of Timiskaming*, being chapter 82 of the Statutes of Canada, 1910, and *An Act respecting The Catholic Episcopal Corporation of Timiskaming*, being chapter 55 of the Statutes of Canada, 1958, and the powers by this Act conferred shall be deemed to be in addition to the powers conferred upon the Corporation by such Acts. Construction with prior Acts

10. This Act comes into force on the day it receives Royal Assent. Commencement

11. This Act may be cited as *The Roman Catholic Episcopal Corporation of the Diocese of Timmins Act, 1959*. Short title





BILL

An Act respecting The Roman Catholic  
Episcopal Corporation of the Diocese of  
Timmins

---

*1st Reading*

February 5th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

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MR. HERBERT

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

An Act respecting  
**The Roman Catholic Episcopal Corporation of Ottawa**

---

MR. LAVERGNE

---

(PRIVATE BILL)





No. Pr10

1959

# BILL

## An Act respecting The Roman Catholic Episcopal Corporation of Ottawa

**W**HEREAS The Roman Catholic Episcopal Corporation Preamble  
of Ottawa by its petition has represented that it was  
incorporated, as a corporation sole, by *An Act to incorporate  
the Roman Catholic Archbishop and Bishops in each Diocese in  
Lower Canada*, being chapter 136 of the Provincial Statutes  
of Canada, 1849, as amended by *An Act to change the name  
of the Roman Catholic Episcopal Corporation of Bytown*, being  
chapter 128 of the Statutes of the Province of Canada, 1861,  
*An Act relating to the Roman Catholic Episcopal Corporation  
of Ottawa*, being chapter 64 of the Statutes of the Province of  
Ontario, 1882-3, *An Act relating to the Roman Catholic Diocese  
of Ottawa*, being chapter 104 of the Statutes of Canada, 1884,  
and *The Roman Catholic Episcopal Corporation of Ottawa Act*, 1932, c. 103  
1932, and that the Corporation owns the lands described in  
the Schedule set forth hereto and is using them, and proposes  
to use them, for educational and recreational facilities for  
young boys; and whereas the petitioner has prayed for special  
legislation exempting the said lands and premises from taxa-  
tion for municipal and school purposes so long as they are  
used for such purposes; and whereas it is expedient to grant  
the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

1. The real property and premises owned by The Roman Tax exemption  
Catholic Episcopal Corporation of Ottawa, described in the  
Schedule set forth hereto, shall, so long as the same are  
occupied and used by the Corporation, its officers, employees,  
agents and servants exclusively for the purposes of Le Pat-  
ronage St-Vincent de Paul, being a recreational and educational  
institution for boys, be exempt from taxation for municipal  
and school purposes, other than for local improvements.
2. This Act shall be deemed to have come into force on the Commence-  
ment  
1st day of January, 1959.
3. This Act may be cited as *The Roman Catholic Episcopal* Short title  
*Corporation of Ottawa Act, 1959.*

## SCHEDULE

ALL AND SINGULAR those certain parcels or tracts of lands and premises situate, lying and being in the City of Ottawa, in the County of Carleton, particularly described as follows:

*Firstly:* All of Lots one (1), two (2), three (3), four (4) and five (5) on the east side of Notre Dame Street, and all of Lots seven (7) and eight (8) on the south side of St. Andrew Street as shown on a plan dated the 29th day of November, 1860, prepared by John L. P. O'Hanly, P.L.S., which said plan is filed of record in the Registry Office for the Registry Division of the City of Ottawa.

*Secondly:* All of Lots one (1), two (2), three (3), four (4), five (5) and A on the south side of St. Andrew Street; all of Lots six (6), seven (7), eight (8), fifteen (15), seventeen (17) and nineteen (19) on the west side of Parliament Street; all of Lots ten (10), nine (9), sixteen (16), eighteen (18) and twenty (20) on the east side of Parliament Street; all of Lots eleven (11), twelve (12), thirteen (13) and fourteen (14) on the south side of Robson Street; and also all of Robson and Parliament Streets with the exception of that part of Parliament Street which lies between Lots twenty-two (22) and twenty-three (23), as shown on a plan prepared by William Ryan Thistle for Messrs. Scott & McElhinny and registered in the Registry Office for the County of Carleton on Wednesday the 21st day of January, 1863, which said plan is also filed and of record in the Registry Office for the Registry Division of the City of Ottawa.

*Thirdly:* Lots twenty-one (21) and twenty-two (22) on the north side of St. Patrick Street (formerly Ottawa Street), both forming part of the subdivision of Villa Lot 9 on the north side of Ottawa Street (Plan 1863).







An Act respecting  
The Roman Catholic Episcopal Corporation  
of Ottawa

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. LAVERGNE

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# **BILL**

An Act respecting

**The Roman Catholic Episcopal Corporation of Ottawa**

---

MR. LAVERGNE

---

*(Reprinted as amended by the Committee on Private Bills)*

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TORONTO

PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr10

1959

# BILL

## An Act respecting The Roman Catholic Episcopal Corporation of Ottawa

**W**HEREAS The Roman Catholic Episcopal Corporation Preamble  
of Ottawa by its petition has represented that it was  
incorporated, as a corporation sole, by *An Act to incorporate  
the Roman Catholic Archbishop and Bishops in each Diocese in  
Lower Canada*, being chapter 136 of the Provincial Statutes  
of Canada, 1849, as amended by *An Act to change the name  
of the Roman Catholic Episcopal Corporation of Bytown*, being  
chapter 128 of the Statutes of the Province of Canada, 1861,  
*An Act relating to the Roman Catholic Episcopal Corporation  
of Ottawa*, being chapter 64 of the Statutes of the Province of  
Ontario, 1882-3, *An Act relating to the Roman Catholic Diocese  
of Ottawa*, being chapter 104 of the Statutes of Canada, 1884,  
and *The Roman Catholic Episcopal Corporation of Ottawa Act*, 1932, c. 103  
1932, and that the Corporation owns the lands described in  
the Schedule set forth hereto and is using them, and proposes  
to use them, for educational and recreational facilities for  
young boys; and whereas the petitioner has prayed for special  
legislation exempting the said lands and premises from taxa-  
tion for municipal and school purposes so long as they are  
used for such purposes; and whereas it is expedient to grant  
the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

1. Notwithstanding any special or general Act, The Cor-<sup>Tax</sup>  
poration of the City of Ottawa may pass by-laws exempting <sup>exemption</sup>  
from taxes, other than local improvement rates, the lands  
and premises owned by The Roman Catholic Episcopal  
Corporation of Ottawa and described in the Schedule set forth  
hereto, provided such lands and premises are solely occupied  
by and used for the purposes of Le Patronage St-Vincent de  
Paul, but not if otherwise occupied or used, and any such by-  
law may provide that it shall have effect from year to year  
unless repealed.

Commence-  
ment

**2.** This Act shall be deemed to have come into force on the 1st day of January, 1959.

Short title

**3.** This Act may be cited as *The Roman Catholic Episcopal Corporation of Ottawa Act, 1959*.

## SCHEDULE

ALL AND SINGULAR those certain parcels or tracts of lands and premises situate, lying and being in the City of Ottawa, in the County of Carleton, particularly described as follows:

*Firstly:* All of Lots one (1), two (2), three (3), four (4) and five (5) on the east side of Notre Dame Street, and all of Lots seven (7) and eight (8) on the south side of St. Andrew Street as shown on a plan dated the 29th day of November, 1860, prepared by John L. P. O'Hanly, P.L.S., which said plan is filed of record in the Registry Office for the Registry Division of the City of Ottawa.

*Secondly:* All of Lots one (1), two (2), three (3), four (4), five (5) and A on the south side of St. Andrew Street; all of Lots six (6), seven (7), eight (8), fifteen (15), seventeen (17) and nineteen (19) on the west side of Parliament Street; all of Lots ten (10), nine (9), sixteen (16), eighteen (18) and twenty (20) on the east side of Parliament Street; all of Lots eleven (11), twelve (12), thirteen (13) and fourteen (14) on the south side of Robson Street; and also all of Robson and Parliament Streets with the exception of that part of Parliament Street which lies between Lots twenty-two (22) and twenty-three (23), as shown on a plan prepared by William Ryan Thistle for Messrs. Scott & McElhinny and registered in the Registry Office for the County of Carleton on Wednesday the 21st day of January, 1863, which said plan is also filed and of record in the Registry Office for the Registry Division of the City of Ottawa.

*Thirdly:* Lots twenty-one (21) and twenty-two (22) on the north side of St. Patrick Street (formerly Ottawa Street), both forming part of the subdivision of Villa Lot 9 on the north side of Ottawa Street (Plan 1863).





BILL

An Act respecting  
The Roman Catholic Episcopal Corporation  
of Ottawa

---

*1st Reading*

February 12th, 1959

*2nd Reading*

*3rd Reading*

---

MR. LAVERGNE

---

*(Reprinted as amended by the Committee  
on Private Bills)*

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

An Act respecting

**The Roman Catholic Episcopal Corporation of Ottawa**

---

MR. LAVERGNE

---

---

TORONTO

PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr10

1959

# BILL

## An Act respecting The Roman Catholic Episcopal Corporation of Ottawa

**W**HEREAS The Roman Catholic Episcopal Corporation Preamble  
of Ottawa by its petition has represented that it was  
incorporated, as a corporation sole, by *An Act to incorporate  
the Roman Catholic Archbishop and Bishops in each Diocese in  
Lower Canada*, being chapter 136 of the Provincial Statutes  
of Canada, 1849, as amended by *An Act to change the name  
of the Roman Catholic Episcopal Corporation of Bytown*, being  
chapter 128 of the Statutes of the Province of Canada, 1861,  
*An Act relating to the Roman Catholic Episcopal Corporation  
of Ottawa*, being chapter 64 of the Statutes of the Province of  
Ontario, 1882-3, *An Act relating to the Roman Catholic Diocese  
of Ottawa*, being chapter 104 of the Statutes of Canada, 1884,  
and *The Roman Catholic Episcopal Corporation of Ottawa Act*, 1932, c. 103  
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the Schedule set forth hereto and is using them, and proposes  
to use them, for educational and recreational facilities for  
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legislation exempting the said lands and premises from taxa-  
tion for municipal and school purposes so long as they are  
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Therefore, Her Majesty, by and with the advice and consent  
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poration of the City of Ottawa may pass by-laws exempting <sup>exemption</sup>  
from taxes, other than local improvement rates, the lands  
and premises owned by The Roman Catholic Episcopal  
Corporation of Ottawa and described in the Schedule set forth  
hereto, provided such lands and premises are solely occupied  
by and used for the purposes of Le Patronage St-Vincent de  
Paul, but not if otherwise occupied or used, and any such by-  
law may provide that it shall have effect from year to year  
unless repealed.

Commence-  
ment

**2.** This Act shall be deemed to have come into force on the 1st day of January, 1959.

Short title

**3.** This Act may be cited as *The Roman Catholic Episcopal Corporation of Ottawa Act, 1959*.

## SCHEDULE

ALL AND SINGULAR those certain parcels or tracts of lands and premises situate, lying and being in the City of Ottawa, in the County of Carleton, particularly described as follows:

*Firstly:* All of Lots one (1), two (2), three (3), four (4) and five (5) on the east side of Notre Dame Street, and all of Lots seven (7) and eight (8) on the south side of St. Andrew Street as shown on a plan dated the 29th day of November, 1860, prepared by John L. P. O'Hanly, P.L.S., which said plan is filed of record in the Registry Office for the Registry Division of the City of Ottawa.

*Secondly:* All of Lots one (1), two (2), three (3), four (4), five (5) and A on the south side of St. Andrew Street; all of Lots six (6), seven (7), eight (8), fifteen (15), seventeen (17) and nineteen (19) on the west side of Parliament Street; all of Lots ten (10), nine (9), sixteen (16), eighteen (18) and twenty (20) on the east side of Parliament Street; all of Lots eleven (11), twelve (12), thirteen (13) and fourteen (14) on the south side of Robson Street; and also all of Robson and Parliament Streets with the exception of that part of Parliament Street which lies between Lots twenty-two (22) and twenty-three (23), as shown on a plan prepared by William Ryan Thistle for Messrs. Scott & McElhinny and registered in the Registry Office for the County of Carleton on Wednesday the 21st day of January, 1863, which said plan is also filed and of record in the Registry Office for the Registry Division of the City of Ottawa.

*Thirdly:* Lots twenty-one (21) and twenty-two (22) on the north side of St. Patrick Street (formerly Ottawa Street), both forming part of the subdivision of Villa Lot 9 on the north side of Ottawa Street (Plan 1863).



11/11/11

An Act respecting  
The Roman Catholic Episcopal Corporation  
of Ottawa

---

*1st Reading*

February 12th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

---

MR. LAVERGNE

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting the Township of Alfred

---

MR. GUINDON

---

(PRIVATE BILL)





No. Pr11

1959

# BILL

## An Act respecting the Township of Alfred

**W**HEREAS The Corporation of the Township of Alfred <sup>Preamble</sup> by its petition has represented that the assessment notices and tax accounts for the taxation years 1955, 1956, 1957 and 1958 were sent to the ratepayers in and of the municipality in the French language; and whereas doubts have arisen with respect to the sufficiency, validity and binding effect of the notices upon persons and lands; and whereas the Corporation has prayed for special legislation declaring that, notwithstanding any defect or irregularity, the assessment, the assessment by-laws, the levies, taxes and notices thereof for the taxation years 1955, 1956, 1957 and 1958 are sufficient, valid, effectual and binding upon all persons and lands; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** Notwithstanding any defect or irregularity in the <sup>Assessments validated</sup> proceedings of The Corporation of the Township of Alfred for the taxation years 1955, 1956, 1957 and 1958, the assessment made, the assessment by-laws enacted, the levies, rates and taxes imposed, and the notices therefor and thereof sent to ratepayers in and of the municipality by The Corporation of the Township of Alfred for such taxation years, are sufficient, valid, effectual and binding upon all persons and lands as if all the proceedings had been fully and completely carried out according to the provisions of *The Municipal Act* and <sup>R.S.O. 1950, cc. 243, 24</sup> *The Assessment Act*.

**2.** This Act comes into force on the day it receives Royal <sup>Commence-  
ment</sup> Assent.

**3.** This Act may be cited as *The Township of Alfred Act*, <sup>Short title</sup> 1959.

An Act respecting  
the Township of Alfred

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. GUINDON

---

(*Private Bill*)

No. Pr11

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting the Township of Alfred**

---

**MR. GUINDON**

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



No. Pr11

1959

# BILL

## An Act respecting the Township of Alfred

**W**HEREAS The Corporation of the Township of Alfred <sup>Preamble</sup> by its petition has represented that the assessment notices and tax accounts for the taxation years 1955, 1956, 1957 and 1958 were sent to the ratepayers in and of the municipality in the French language; and whereas doubts have arisen with respect to the sufficiency, validity and binding effect of the notices upon persons and lands; and whereas the Corporation has prayed for special legislation declaring that, notwithstanding any defect or irregularity, the assessment, the assessment by-laws, the levies, taxes and notices thereof for the taxation years 1955, 1956, 1957 and 1958 are sufficient, valid, effectual and binding upon all persons and lands; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** Notwithstanding any defect or irregularity in the <sup>Assessments validated</sup> proceedings of The Corporation of the Township of Alfred for the taxation years 1955, 1956, 1957 and 1958, the assessment made, the assessment by-laws enacted, the levies, rates and taxes imposed, and the notices therefor and thereof sent to ratepayers in and of the municipality by The Corporation of the Township of Alfred for such taxation years, are sufficient, valid, effectual and binding upon all persons and lands as if all the proceedings had been fully and completely carried out according to the provisions of *The Municipal Act* and <sup>R.S.O. 1950, cc. 243, 24</sup> *The Assessment Act*.

**2.** This Act comes into force on the day it receives Royal <sup>Commence-  
ment</sup> Assent.

**3.** This Act may be cited as *The Township of Alfred Act*, <sup>Short title</sup> 1959.

An Act respecting  
the Township of Alfred

---

*1st Reading*

February 11th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

---

MR. GUINDON

---

No. Pr12

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting the City of Belleville**

---

MR. SANDERCOCK

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(PRIVATE BILL)

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr12

1959

# BILL

## An Act respecting the City of Belleville

**W**HEREAS The Corporation of the City of Belleville by Preamble  
its petition has prayed for special legislation in respect  
of the matters hereinafter set forth; and whereas it is expedient  
to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

**1.** For the year 1960 and thereafter, the council of The Composition  
Corporation of the City of Belleville shall consist of a mayor of council  
and fourteen aldermen to be elected by general vote.

**2.**—(1) At the annual election next after this Act comes First  
into force, there shall be elected a mayor and fourteen alder- election  
men and the mayor shall hold office for the term of one year,  
and, of the fourteen aldermen elected, the seven receiving the  
highest number of votes at such election shall remain in  
office for a two-year term and the other seven shall remain  
in office for a one-year term.

(2) At each annual election thereafter, there shall be elected Subsequent  
seven aldermen who shall remain in office for a two-year term. elections

**3.** Subsection 5 of section 77 of *The Municipal Act* applies Application  
*mutatis mutandis* to the first election of aldermen under this of R.S.O.  
Act. 1950, c. 243,  
s. 77 (5)

**4.** Where the seat of an alderman is rendered vacant by Vacancies  
reason of the filing of the resignation mentioned in subsection 2 where  
of section 56 of *The Municipal Act*, the vacancy shall not be alderman  
filled in the manner provided in section 168, 169 or 170 of resigns to  
*The Municipal Act*, but the seat shall remain vacant until the run for  
next ensuing annual election, at which there shall be elected other  
an alderman in addition to the seven normally to be elected office  
at such election and the alderman receiving the eighth highest  
number of votes at such election shall hold office only for the  
remainder of the term for which the person who vacated the

office was elected to such office and, where the seats of two or more aldermen are rendered vacant as aforesaid, the provisions of this section apply *mutatis mutandis*.

1958,  
c. 125, s. 2,  
repealed

**5.** Section 2 of *The City of Belleville Act, 1958* is repealed.

Commence-  
ment

**6.** This Act comes into force on the day it receives Royal Assent.

Short title

**7.** This Act may be cited as *The City of Belleville Act, 1959*.







BILL

An Act respecting  
the City of Belleville

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. SANDERCOCK

---

*(Private Bill)*

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# **BILL**

**An Act respecting the City of Belleville**

---

MR. SANDERCOCK

---





No. Pr12

1959

# BILL

## An Act respecting the City of Belleville

**W**HEREAS The Corporation of the City of Belleville by Preamble  
its petition has prayed for special legislation in respect  
of the matters hereinafter set forth; and whereas it is expedient  
to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

**1.** For the year 1960 and thereafter, the council of The Composition  
Corporation of the City of Belleville shall consist of a mayor of council  
and fourteen aldermen to be elected by general vote.

**2.—(1)** At the annual election next after this Act comes First  
into force, there shall be elected a mayor and fourteen alder- election  
men and the mayor shall hold office for the term of one year,  
and, of the fourteen aldermen elected, the seven receiving the  
highest number of votes at such election shall remain in  
office for a two-year term and the other seven shall remain  
in office for a one-year term.

**(2)** At each annual election thereafter, there shall be elected Subsequent  
seven aldermen who shall remain in office for a two-year term. elections

**3.** Subsection 5 of section 77 of *The Municipal Act* applies Application  
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**4.** Where the seat of an alderman is rendered vacant by Vacancies  
reason of the filing of the resignation mentioned in subsection 2 where  
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*The Municipal Act*, but the seat shall remain vacant until the run for  
next ensuing annual election, at which there shall be elected other  
an alderman in addition to the seven normally to be elected office  
at such election and the alderman receiving the eighth highest  
number of votes at such election shall hold office only for the  
remainder of the term for which the person who vacated the

office was elected to such office and, where the seats of two or more aldermen are rendered vacant as aforesaid, the provisions of this section apply *mutatis mutandis*.

1958,  
c. 125, s. 2,  
repealed

**5.** Section 2 of *The City of Belleville Act, 1958* is repealed.

Commence-  
ment

**6.** This Act comes into force on the day it receives Royal Assent.

Short title

**7.** This Act may be cited as *The City of Belleville Act, 1959*.







BILL

An Act respecting  
the City of Belleville

---

*1st Reading*

February 12th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

---

MR. SANDERCOCK

---

No. Pr13

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting The University of Waterloo

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MR. WINTERMEYER

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(PRIVATE BILL)

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr13

1959

# BILL

## An Act respecting The University of Waterloo

**W**HEREAS Waterloo College Associate Faculties by its Preamble petition has represented that it was incorporated under *The Corporations Act, 1953* by letters patent bearing date the 1953, c. 19 4th day of April, 1956, that it was granted certain additional powers by *The Waterloo College Associate Faculties Act, 1958* 1958, c. 164 and that it is affiliated with The University of Western Ontario through Waterloo College; and whereas the petitioner has prayed for special legislation changing its name to "The University of Waterloo" and granting to it university status and further additional powers; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

### 1. In this Act,

Interpreta-  
tion

- (a) "affiliated college" means a college affiliated with the University;
- (b) "Board" means The Board of Governors, The University of Waterloo;
- (c) "college" includes a school or other institution of higher learning;
- (d) "federated college" means a university or college federated with the University;
- (e) "property" includes all property, both real and personal;
- (f) "real property" includes messuages, lands, tenements, and hereditaments, whether corporeal or incorporeal, and any undivided share thereof and any estate or interest therein;

(g) "Senate" means the Senate of the University;

(h) "University" means The University of Waterloo.

Corporation  
continued

**2.** The corporation of Waterloo College Associate Faculties is hereby continued as a body corporate with perpetual succession under the name of "The University of Waterloo" and, subject to the provisions of this Act, shall have, hold, possess and enjoy all the property, rights, powers and privileges which it now has, holds, possesses or enjoys and, subject to the provisions of this Act, all by-laws, orders and regulations of the corporation now in force shall continue in force until amended or repealed.

University  
powers re  
faculties,  
degrees

**3.** The University shall have university powers, including,

(a) the power to establish and maintain such faculties, schools, institutes, departments and chairs as determined by the Board, but the curricula of all courses of instruction shall be determined by the Senate; and

(b) the power to confer university degrees, honorary degrees and awards in any and all branches of learning.

University  
non-denom-  
inational

**4.** The University shall be carried on as a Christian school of learning, but its management and control shall be non-denominational and no religious test shall be required of any professor, lecturer, teacher, officer, employee or servant, or of any student, of the University.

Proceedings  
in  
University  
name

**5.** All proceedings by or against the University may be had and taken in the name of "The University of Waterloo".

Property  
R.S.O. 1950,  
c. 184

**6.** The University shall have, in addition to the powers, rights and privileges mentioned in section 27 of *The Interpretation Act*, power to purchase or otherwise acquire, take or receive, by deed, gift, bequest or devise, and to hold and enjoy any estate or property whatsoever and to sell, grant, convey, mortgage, lease or otherwise dispose of the same or any part thereof from time to time and as occasion may require and to acquire other estate and property in addition thereto, or in the place thereof, without licence in mortmain and without limitation as to the period of holding.

#### PROPERTY

Trust  
property  
vested in  
University

**7.** All property hereafter granted, conveyed, devised or bequeathed to, or to any person in trust for or for the benefit of, the University or any faculty, school or department operated by its board of governors or otherwise in connection

therewith or to any person in trust for, or for the benefit of, Waterloo College Associate Faculties, subject to any trusts affecting the same, shall be vested in the University.

**8.** Real property vested in the University shall not be liable to be entered upon, used or taken by any corporation, except a municipal corporation, or by any person possessing the right of taking real property compulsorily for any purpose and no power to expropriate real property hereafter conferred shall extend to such real property unless in the Act conferring the power it is made in express terms to apply thereto.

Real property vested in University not liable to expropriation

**9.** All the property vested in the University shall, as far as the application thereto of any statute of limitations is concerned, be deemed to have been and to be real property vested in the Crown for the public use of Ontario.

Application of statute of limitations

**10.** The property of the University shall be applied solely for the purposes of the University.

Application of property

**11.** The funds of the University not immediately required for its purposes and the proceeds of all property which comes to the hands of the Board, subject to any trusts affecting the same, may be invested and reinvested in such investments as to the Board shall seem meet.

Investment of funds

#### BOARD OF GOVERNORS

**12.** The Board of Governors of the University is hereby constituted a body corporate by the name and style of "The Board of Governors, The University of Waterloo".

Board of Governors

**13.** The Board shall number thirty-six members in all and shall consist of the following:

Constitution of Board

- (a) The President of the University, the Chancellor of the University, the Mayor of the City of Waterloo, the Mayor of the City of Kitchener, and the Warden of Waterloo County, who shall be *ex officio* members with full voting rights.
- (b) The present members of the Board of Waterloo College Associate Faculties.
- (c) Two members appointed by the Lieutenant-Governor in Council.

**14.** Unless their election or appointment shall be otherwise designated, the members of the Board shall hold office as follows:

Term of office

- (a) Of the members mentioned in clause *b* of section 13, namely, the present members of the Board of

Waterloo College Associate Faculties, one-third, to be chosen by the members of the Board, shall hold office for one year after the incorporation of the University, one-third shall hold office for two years, and the remaining one-third shall hold office for three years.

- (b) The members of the Board appointed by the Lieutenant-Governor in Council shall each hold office for three years.
- (c) As the term of any member of the Board expires, such member shall be eligible for re-appointment and, in the case of such re-appointment, shall hold office until such time as his successor is elected or appointed.
- (d) Except as otherwise provided in this Act, all members of the Board shall be elected by the Board.

Eligibility  
of staff, etc.

**15.** Except as otherwise provided in this Act, no principal or head of any of the academic units of the University or of any federated or affiliated college, or any member of the teaching or administrative staff of the University or of any federated or affiliated college, or any member of the staff, board, senate or governing body of any other degree-granting institution, shall be eligible for appointment or election as a member of the Board.

Membership  
vacated

**16.—(1)** If a member of the Board, during his term of office, accepts or occupies any of the offices or positions mentioned in section 15 or becomes mentally incapacitated or otherwise incapable of acting as a member, he shall *ipso facto* vacate his office and it shall be the duty of the Board by resolution to declare his membership vacant.

Absence  
from  
meetings

(2) If, within any fiscal year of the University, a member of the Board, not having been granted leave of absence by the Board, attends less than 50 per cent of the regular meetings of the Board, the Board may by resolution declare his membership vacant.

Idem

(3) If, within any fiscal year of the University, a member of the Board, not having been granted leave of absence by the Board, attends less than 25 per cent of the regular meetings of the Board, he shall *ipso facto* vacate his office and it shall be the duty of the Board by resolution to declare his membership vacant.

Proof

(4) A resolution passed under this section, entered in the minutes of the Board, shall be conclusive evidence of the vacancy declared therein.

**17.** Where a vacancy on the Board occurs before the term of office for which a member has been appointed or elected has expired, the vacancy shall be filled in the same manner and by the same authority as the member whose membership is vacant was appointed or elected, as the case may be, and the member so appointed or elected shall hold office for the remainder of the term of office of the member whose membership is vacant. <sup>Filling vacancies</sup>

**18.—**(1) The Board shall elect one of its members to be chairman and one of its members to be vice-chairman and, in case of the absence or illness of the chairman or of there being a vacancy in the office of chairman, the vice-chairman shall act as and have all the powers of the chairman. <sup>Chairman and vice-chairman</sup>

(2) In case of the absence or illness of the chairman and of the vice-chairman, the Board may appoint one of its members to act as chairman *pro tempore* and the member so appointed shall act as and have all the powers of the chairman. <sup>Absence</sup>

**19.** Ten members, not including *ex officio* members, shall constitute a quorum of the Board. <sup>Quorum</sup>

**20.** Notwithstanding any vacancy, so long as there are at least ten members, not including *ex officio* members, the Board may exercise all or any of its powers. <sup>Ten members may exercise powers</sup>

**21.** The Board shall have power to make regulations, <sup>Regulations</sup>

- (a) pertaining to the meetings of the Board and its transactions; and
- (b) providing for the appointment of committees and for the conferring upon any such committees authority to act for the Board with respect to any matter, but no decision of a committee, which includes in its membership persons who are not members of the Board, shall be valid and effective until approved and ratified by the Board, unless the Board so provides.

**22.—**(1) Except in such matters as are assigned by this Act to the Senate, the government, conduct, management and control of the University and of its property, revenues, business and the affairs thereof shall be vested in the Board and the Board shall have all powers necessary or convenient to perform its duties and achieve the objects and purposes of the University and, without limiting the generality of the foregoing, shall have power, <sup>Powers of Board</sup>

- (a) to appoint and remove the President and Vice-President, the heads and associate heads of the

faculties and colleges other than federated or affiliated colleges of the University, the professors and other members of the teaching staff of the University, and to appoint and remove all other officers, agents and servants of the University;

- (b) to fix the numbers, duties, salaries and other emoluments of all officers, agents and servants of the University;
- (c) to appoint an executive committee and such other committees as it may deem advisable and to delegate to any such committee any of its powers;
- (d) to borrow money for the purposes of the University and to give security therefor on such terms and in such amounts as it may deem advisable;
- (e) to make by-laws and regulations for the conduct of its affairs; and
- (f) to provide for the federation or affiliation with the University of any college of higher learning and, in order to preserve the non-denominational nature of the University, no more than two colleges of the same denominational control shall be affiliated or federated with the University at the same time and no college affiliated or federated with the University shall be affiliated with, or have affiliated with it, any other college, school or institute of higher learning without specific permission in writing by the Board.

Approval re  
federation or  
affiliation

(2) The acceptance of any federated or affiliated college by the University will be subject to the approval of the boards of governors or trustees of the colleges then federated with the University, but such consent shall not be unreasonably withheld.

Power of  
Board to  
change  
committees'  
constitution

**23.** The Board may modify, alter and change the constitution of any body or committee constituted or continued by this Act, except the Senate, and may create such new bodies or committees as may be deemed necessary for the purpose of carrying out the objects and provisions of this Act and may confer upon the bodies or committees constituted or continued by this Act, or any of them, or on any new body or committee hereafter constituted, such powers as the Board may see fit, but nothing herein shall authorize any abridgement or change in the powers conferred on the Senate by this Act.

**24.** Except as otherwise provided in this Act, the action of the Board in any matter with which it may deal shall be by resolution or by by-law as the Board may determine, but it shall not be essential to the validity of any such resolution or by-law that it be under the corporate seal of the Board if it is authenticated in the manner prescribed by the Board. <sup>Authentication of by-laws, etc.</sup>

**25.**—(1) The accounts for the Board shall be audited at least once a year by an auditor or auditors appointed by the Board. <sup>Audit of accounts</sup>

(2) The Board shall make an annual financial report to the Lieutenant-Governor in Council in such form as the Lieutenant-Governor in Council may require. <sup>Annual report</sup>

**26.** If any question arises as to the powers or duties of the President and Vice-Chancellor, Vice-President or of any dean or head of any University academic unit, or of any officer or employee of the University, it shall be settled and determined by the Board, whose decision shall be final. <sup>Question as to powers and duties settled by Board</sup>

**27.** All the powers over, in respect of, or in relation to, the University, its properties, employees, personnel and students, which are not by the terms of this Act directed to be exercised by any other body, person or body of persons, are hereby, subject to the provisions of this Act, vested in the Board. <sup>Residual powers of Board</sup>

#### SENATE

**28.**—(1) There shall be a Senate of the University composed as follows: <sup>Senate</sup>

(a) The following shall be *ex officio* members:

- (i) the Chancellor,
- (ii) the Vice-Chancellor,
- (iii) the Vice-President of the University,
- (iv) the principal or head of each federated or affiliated college,
- (v) the dean of each faculty or school of the University,
- (vi) the Librarian,
- (vii) the Chairman of the Board,

(viii) the Registrar of the University, who shall be the Secretary of the Senate,

(ix) the Director of the University Extension Department.

(b) The faculties and schools of the University shall have the following representation, and the representatives shall be appointed by their respective faculty councils unless otherwise provided by the Senate:

(i) the faculty of arts of each federated college, four members,

(ii) the engineering faculty, four members,

(iii) the science faculty, four members,

(iv) any other faculty or school which may hereafter be established within the University which offers courses leading to a degree, two members,

(v) the faculty of arts of each affiliated college, two members.

(c) The principals of six secondary schools, three of whom shall be from schools within the twin cities of Kitchener and Waterloo and elected by the principals of the schools in these cities and the remaining three to be elected by the principals of secondary schools selected by the Senate.

(d) The alumni of,

(i) the University, one member for each graduating class, up to a total of six,

(ii) each federated college, three members,

(iii) each affiliated college, two members.

(2) The Vice-Chancellor of the University shall be the chairman of the Senate and the Vice-President of the University shall be the vice-chairman of the Senate.

Term of  
office

**29.**—(1) The members of the Senate shall hold office for a term of three years and shall be eligible for re-appointment or re-election, as the case may be.



(2) In the case of the first appointments made after the coming into force of this Act and in the case of the first of any new appointments made pursuant to the provisions of this Act, such appointments or election shall be for terms of one, two or three years, so spaced that as nearly as possible one-third come up for re-appointment or re-election each year.

(3) In the case of each group or body having the power to elect or appoint members to the Senate, where the number to be appointed or elected is not three or a multiple of three, the body appointing or electing a member or members of the Senate shall adhere as closely to this system of election or appointment as is possible, having regard to the number to be appointed or elected by each of such bodies.

**30.** Members of the teaching or administrative staff of the University shall not be eligible for election by any of the graduate bodies.

**31.** Members of the teaching or administrative staff of any federated or affiliated college shall not be eligible for election by any of the graduate bodies.

**32.** No person shall be eligible for election or appointment as a member of the Senate who is a member of a governing body or senate or faculty of any degree-granting university, college or institution of higher learning, other than the University and its federated or affiliated colleges.

**33.** If an elected or appointed member of the Senate resigns, becomes mentally incapacitated or otherwise incapable of acting or becomes a member of the teaching or administrative staff of any of the bodies mentioned in section 30 or 31, not being the body he has been appointed to represent, or accepts membership in any of the bodies mentioned in section 32, not being the body which he has been appointed to represent, he shall *ipso facto* vacate his office and a declaration of the existence of any vacancy entered on the minutes of the Senate shall be conclusive evidence thereof.

**34.** Where a vacancy on the Senate occurs before the term of office for which a member has been appointed or elected has expired, the vacancy shall be filled in the same manner and by the same authority as the member whose membership is vacant was appointed or elected, as the case may be, and the member so appointed or elected shall hold office for the remainder of the term of office of the member whose membership is vacant.

Disputes  
as to  
elections

**35.** The Senate shall have the sole right to determine any question concerning the election of any elected member of the Senate or the right of any person to sit or be or act as a member of the Senate, and the decision of the Senate in any such matter shall be final.

Powers  
and duties  
of Senate

**36.—(1)** The Senate,

- (a) shall be responsible for the educational policy of the University;
- (b) may make recommendations to the Board relative to the creation of faculties, schools, institutes, departments or chairs within the University;
- (c) may recommend to the Board the establishment of courses of instruction, including extension courses on the University campus and elsewhere;
- (d) may confer degrees, diplomas and certificates in any subject taught in the University or its federated or affiliated colleges;
- (e) may confer honorary degrees in any department of learning;
- (f) may create faculty councils or committees and committees generally to exercise its powers; and
- (g) may enact statutes in regulating the matters in this section referred to.

Honorary  
divinity  
degrees

(2) The Senate may confer honorary degrees in divinity without fees upon the recommendation of any theological college federated or affiliated with the University.

Qualifica-  
tions concern  
of Senate

(3) The qualifications of faculty members within the University and its federated or affiliated colleges shall be a concern of the Senate.

Additional  
powers and  
duties of  
Senate

**37.—(1)** In addition to such other powers and duties as are expressly mentioned in this Act, the Senate shall,

- (a) provide for the regulation and conduct of its proceedings, including the determination of a quorum necessary for the transaction of business;
- (b) provide for the convening and conduct of such Convocations as may be requisite for the purposes set out in section 36;

(c) recommend to the Board,

(i) the federation or affiliation of any college for teaching any branch of learning, provided, however, that, in order to preserve the non-denominational nature of the University, no more than two colleges of the same denominational control shall be federated or affiliated with the University at the same time and no college federated or affiliated with the University shall be affiliated with, or have affiliated with it, any other college, school or institute of higher learning without specific permission in writing by the Board,

(ii) the dissolution or suspension of any such federation or affiliation, or the modification or alteration of the terms thereof;

(d) consider and determine, on the recommendations of the respective faculty and school councils, the courses of study in all faculties and schools;

(e) consider and determine, on the recommendations of the respective faculty and school councils, the conduct and results of examinations in all faculties and schools;

(f) hear and determine appeals from the decisions of the faculty and school councils on applications and examinations by students;

(g) provide for representation on the Senate of the graduates of any other faculty or school hereafter established in the University if, in the opinion of the Senate, provision should be made for separate representation of such graduates;

(h) provide, if deemed necessary by the Senate, for an executive committee which shall act in the name and on behalf of the Senate between regular meetings of the Senate whose constitution and powers shall be as the Senate may from time to time determine.

(2) If any college is federated or affiliated with the University and has the right to grant degrees, such right, except for degrees in theology, shall remain dormant during the time that such college remains federated or affiliated with the University. <sup>Degree-granting right of affiliated colleges suspended</sup>

## CHANCELLOR

Chancellor,  
election of

**38.**—(1) There shall be a Chancellor of the University who shall be elected by an electoral board consisting of,

- (a) all members, except *ex officio* members, of the Board; and
- (b) representatives of the Senate equal in number to the members of the Board entitled to be members of the electoral board, such representatives to include, as *ex officio* members, the Vice-Chancellor, the Vice-President and the Registrar, and the remainder to be chosen by the Senate from among its members in such manner as it may determine.

Quorum

(2) Twelve members of the electoral board, counting the Vice-Chancellor, the Vice-President and the Registrar, if present, shall constitute a quorum.

Who  
eligible

(3) No person shall occupy the office of Chancellor unless he is a British subject.

Idem

(4) No person shall occupy the office of Chancellor who is a member of the teaching staff or of the administrative staff or who is an employee of the University or of any federated or affiliated college or who is a member of the Board or of the governing board of any federated or affiliated college.

Term  
of office

**39.**—(1) The term of office of the Chancellor shall be for six years, commencing with the 1st day of July of the year in which the appointment is made, and no Chancellor shall be eligible for re-election.

Vacancy

(2) If a vacancy in the office of Chancellor occurs from any cause, the vacancy shall be filled by the appointment of a successor in the manner set out in section 38 and the successor shall hold office for six years, terminating on the 30th day of June in the sixth year after his appointment, and no such successor shall be eligible for re-election.

Where  
Chancellor  
becomes  
ineligible

(3) If the Chancellor ceases to be eligible for such office or becomes mentally incapacitated or otherwise incapable of acting, he shall *ipso facto* vacate his office and a declaration of the existence of such vacancy by the Senate and by the Board entered in the minutes of the Senate and of the Board shall be conclusive evidence thereof.

Duties

**40.** The Chancellor shall preside at all Convocations and, by virtue of the authority vested in him by the Senate, shall

admit to degrees, diplomas and certificates such candidates, including the recipients of honorary degrees, as may be requested by the Senate.

#### VICE-CHANCELLOR

**41.**—(1) There shall be a Vice-Chancellor of the University who shall be the President of the University. Vice-Chancellor

(2) In the absence of the Chancellor or there being a vacancy in the office, the Vice-Chancellor, or a member of the faculty of the University appointed by him, shall act as Chancellor at Convocation. To act in absence of Chancellor

(3) In the absence of both the Chancellor and Vice-Chancellor or if both offices are vacant, the duties of the Chancellor shall be performed by a member of the faculty of the University appointed by the Senate for the purpose. Absence of Chancellor and Vice-Chancellor

**42.** The agreement between Evangelical Lutheran Seminary of Canada and Waterloo College Associate Faculties, bearing date the 12th day of January, 1959, set forth as Schedule A hereto, is hereby ratified and confirmed and declared to be legal, valid and binding upon the parties thereto and the said parties are hereby empowered to carry out their respective obligations and exercise their respective privileges thereunder. Agreement confirmed

**43.** The agreement between St. Jerome's College and Waterloo College Associate Faculties, bearing date the 12th day of January, 1959, set forth as Schedule B hereto, is hereby ratified and confirmed and declared to be legal, valid and binding upon the parties thereto and the said parties are hereby empowered to carry out their respective obligations and exercise their respective privileges thereunder. Agreement confirmed

**44.** This Act shall be deemed to have come into force on the 15th day of November, 1958. Commencement

**45.** This Act may be cited as *The University of Waterloo Act, 1959*. Short title

## SCHEDULE A

THIS AGREEMENT made in duplicate this 12th day of January, A.D. 1959.

BETWEEN:

EVANGELICAL LUTHERAN SEMINARY OF CANADA, operating Waterloo College of Arts, a corporation incorporated by Private Act of the Legislature of the Province of Ontario, having its head office at the City of Waterloo in the Province of Ontario,

OF THE FIRST PART,

—and—

WATERLOO COLLEGE ASSOCIATE FACULTIES, a corporation incorporated under the laws of the Province of Ontario, having its head office at the City of Waterloo in the Province of Ontario,

OF THE SECOND PART.

WHEREAS the Evangelical Lutheran Seminary of Canada, which has been operating Waterloo College since 1914 as an institution of higher learning in the City of Waterloo, will, at the next session of the Legislature for the Province of Ontario, submit a petition to amend and revise its present Act of incorporation to obtain degree-granting and other powers and to change its corporate name to "Waterloo Lutheran University", and to adopt the name "Waterloo University College" for what is presently known as "Waterloo College", and the name "Waterloo Lutheran Seminary" for what is presently known as "Waterloo Seminary";

AND WHEREAS the Waterloo College Associate Faculties will, at the next session of the Legislature for the Province of Ontario, submit a petition for the incorporation of a non-denominational university under the name of "The University of Waterloo" and will transfer all its rights, liabilities, undertakings and contracts to the said University;

AND WHEREAS the parties do enter into these presents to set down their mutual covenants, understandings and arrangements to apply to any future federation agreement made on behalf of the University of Waterloo (hereafter called the University) and Waterloo Lutheran University, on behalf of Waterloo University College (hereafter called the College);

NOW THIS AGREEMENT WITNESSETH:

1. The parties hereto agree that:

- (a) The College shall have the right to become a federated college of the University of Waterloo and shall be known as Waterloo University College.
- (b) Upon federation of the College with the University, all degree-granting powers possessed by Waterloo Lutheran University, except those in Theology, shall be held in abeyance, so long as such federation remains in force.
- (c) The College shall have the right to appoint the chairmen for all courses taught in the College and these shall be the chairmen for the University, unless otherwise mutually agreed.
- (d) The College shall register with the University all students proceeding toward a degree to be granted by the University.

- (e) The College shall have jurisdiction over the conduct of its students.
- (f) The College shall maintain academic standards in respect to curriculum and faculty as required by the Senate of the University in all courses for which credit is given toward a degree.
- (g) The College shall have the right to offer courses in Religious Knowledge and the University Senate shall give academic credit for such courses when it is satisfied that academic standards and curricular requirements are maintained.
- (h) Subject to satisfactory prearrangements students of the College shall be admitted to courses offered by the University or by a federated or affiliated college.
- (i) The College shall have the prior right to give instruction in the arts, humanities and social sciences which are part of the University's professional courses, and may make arrangements with other colleges within the University to provide instruction in these fields.
- (j) All revenues of mutual concern shall be shared as agreed upon by the Boards of both parties.
- (k) All instructional, administrative, maintenance and other costs as between the College and the University shall be borne or shared as agreed upon by the Boards of both parties.
- (l) The College shall have the right to appoint its own teaching staff and administrative officers.
- (m) General facilities provided by the University, such as Library, Gymnasium, Convocation Hall, Students' Union Building, etc., with their staffs, shall be available to students and faculty of the College.
- (n) The University shall confer degrees, diplomas and other awards (except in Theology) upon candidates from the College who meet the curricular requirements as defined by the University Senate.
- (o) The University shall make its Science faculty available for the instruction of science subjects which are a part of the curriculum offered for an Arts degree.
- (p) The University shall not duplicate instruction in arts, humanities and social sciences offered by the federated colleges unless the Boards of Governors of the federated colleges agree to such duplication.
- (q) The University Senate shall approve expansion of curricula as taught in affiliated colleges only when such expansion has the consent of the Boards of the federated colleges, but such consent shall not be unreasonably withheld.
- (r) The University shall allocate and reserve land within its campus (on mutually agreed time limit and terms) on which the College may construct buildings for teaching, administration, students' residences (with or without chapels), and a detached chapel building, subject to the University's approval of architectural design.
- (s) The College shall retain as its own property any and all gifts, bequests, devises, scholarships, endowments or grants of any kind which from time to time may be made to it, no matter under which name the gift, bequest or devise may be made.
- (t) Any modifications of the University's agreements with other federated or affiliated colleges shall first be discussed with the then federated or affiliated colleges.

2. (a) This agreement shall be interpreted in the spirit of the fourth paragraph of the Petition of Waterloo College Associate Faculties for affiliation with Waterloo College, dated June 21, 1956.
- (b) Amendments to this agreement may be made by mutual consent.
- (c) The terms of this agreement shall apply to any future federation agreement made between the University and the College, and when the federation agreement is completed it may be terminated by either party only after the thirtieth day of June twelve months or more following the date on which either party notifies the other of its desire for termination of the agreement.

IN WITNESS WHEREOF the Parties hereto have affixed their Corporate Seals attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

In the presence of:

(Seal)

J. G. HAGEY

(Seal)

EVANGELICAL LUTHERAN SEMINARY  
OF CANADA:

DELTON JOHN GLEBE

DONALD A. ROBERTS

WATERLOO COLLEGE ASSOCIATE  
FACULTIES:

I. G. NEEDLES

A. K. ADLINGTON



## SCHEDULE B

AGREEMENT made in duplicate this 12th day of January, A.D. 1959.

BETWEEN:

WATERLOO COLLEGE ASSOCIATE FACULTIES, a corporation incorporated under the laws of the Province of Ontario, having its head office at the City of Waterloo in the Province of Ontario,

—and—

ST. JEROME'S COLLEGE, a corporation incorporated by Private Act of the Province of Ontario, having its head office at the City of Kitchener in the Province of Ontario.

WHEREAS the Waterloo College Associate Faculties shall, at the next session of the Legislature for the Province of Ontario, submit a petition for the incorporation of a non-denominational university under the name of "The University of Waterloo" and will transfer all its rights, liabilities, undertakings and contracts to the said University;

AND WHEREAS St. Jerome's College, which has been operating institutions of higher learning in the City of Kitchener since 1866, shall, at the next session of the Legislature for the Province of Ontario, submit a petition for legislation changing its name to "The University of St. Jerome's College" and providing for modification of its organization, government and administration and enlarging and increasing its powers, rights and privileges to include degree-granting powers;

AND WHEREAS the parties do enter into these presents to set down their mutual covenants, understandings and arrangements to apply to any future federation agreement made on behalf of The University of Waterloo (hereafter called the University) and The University of St. Jerome's College (hereafter called the College);

NOW THIS AGREEMENT WITNESSETH:

1. The parties hereto agree that:

- (a) The College shall have the right to become a federated college of The University of Waterloo and shall be known as St. Jerome's College.
- (b) Upon federation of the College with the University, all degree-granting powers possessed by the University of St. Jerome's College, except those in Theology, shall be held in abeyance, so long as such federation remains in force.
- (c) The College shall register with the University all students proceeding toward a degree to be granted by the University.
- (d) The College shall have jurisdiction over the conduct of and provide religious worship for its students.
- (e) The College shall maintain academic standards in respect to curriculum and faculty as required by the Senate of the University in all courses for which credit is given toward a degree.
- (f) The College shall have the right to develop its own courses in harmony with its denominational beliefs in such fields of investigation as Religious Knowledge, Philosophy, Church History

and Sociology and the University Senate shall give academic credit for such courses when it is satisfied that academic standards and curricular requirements are maintained.

- (g) Subject to satisfactory prearrangements students of the College shall be admitted to courses offered by the University or by a federated or affiliated college.
  - (h) The College shall have the right to offer courses in Religious Knowledge, Philosophy, Church History and Sociology which are part of the University's professional courses.
  - (i) The College shall make available its faculty and facilities for instruction in the arts, humanities and social sciences which are part of the University's professional courses, when the University and the other federated colleges decide this to be economically feasible and practical.
  - (j) All revenues of mutual concern shall be shared as agreed upon by the Boards of both parties.
  - (k) All instructional, administrative, maintenance and other costs as between the College and the University shall be borne or shared as agreed upon by the Boards of both parties.
  - (l) The College shall have the right to appoint its own teaching staff and administrative officers.
  - (m) General facilities provided by the University, such as Library, Gymnasium, Convocation Hall, Students' Union Building, etc., with their staffs, shall be available to students and faculty of the College.
  - (n) The University shall confer degrees, diplomas and other awards (except Theology) upon candidates from the College who meet the curricular requirements as defined by the University Senate.
  - (o) The University shall make its Science faculty available for the instruction of science subjects which are part of the curriculum offered for an arts degree.
  - (p) The University shall not duplicate instruction in arts, humanities and social sciences offered by the federated colleges unless the Boards of Governors of the federated colleges agree to such duplication.
  - (q) The University Senate shall approve expansion of curricula as taught in affiliated colleges only when such expansion has the consent of the Boards of the federated colleges, but such consent shall not be unreasonably withheld.
  - (r) The University shall allocate and reserve land within its campus (on mutually agreed time limit and terms) on which the College may construct buildings for teaching, administration, students' residences (with or without chapels), subject to the University's approval of architectural design.
  - (s) The College shall retain as its own property any and all gifts, bequests, devises, scholarships, endowments or grants of any kind which from time to time may be made to it.
  - (t) Any modifications of the University's agreements with other federated or affiliated colleges shall first be discussed with the then federated or affiliated colleges.
2. (a) Amendments to this agreement may be made by mutual consent.
  - (b) The terms of this agreement shall apply to any future federation agreement made between the University and the College, and

when the federation agreement is completed it may be terminated by either party only after the thirtieth day of June twelve months or more following the date on which either party notifies the other of its desire for termination of the agreement.

IN WITNESS WHEREOF the corporate parties hereto have hereunto set their corporate seals as attested to by their proper officers in that behalf.

WATERLOO COLLEGE ASSOCIATE FACULTIES:

I. G. NEEDLES,  
*Chairman of the Board.*

(Seal)

A. K. ADLINGTON,  
*Secretary.*

ST. JEROME'S COLLEGE:

C. L. SIEGFRIED,  
*President.*

(Seal)

W. J. LALONDE,  
*Secretary.*





An Act respecting  
The University of Waterloo

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*1st Reading*

*2nd Reading*

*3rd Reading*

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MR. WINTERMEYER

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*(Private Bill)*

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

**An Act respecting The University of Waterloo**

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MR. WINTERMEYER

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No. Pr13

1959

# BILL

## An Act respecting The University of Waterloo

**W**HEREAS Waterloo College Associate Faculties by its Preamble petition has represented that it was incorporated under *The Corporations Act, 1953* by letters patent bearing date the 1953, c. 19 4th day of April, 1956, that it was granted certain additional powers by *The Waterloo College Associate Faculties Act, 1958* 1958, c. 164 and that it is affiliated with The University of Western Ontario through Waterloo College; and whereas the petitioner has prayed for special legislation changing its name to "The University of Waterloo" and granting to it university status and further additional powers; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

### 1. In this Act,

Interpreta-  
tion

- (a) "affiliated college" means a college affiliated with the University;
- (b) "Board" means The Board of Governors, The University of Waterloo;
- (c) "college" includes a school or other institution of higher learning;
- (d) "federated college" means a university or college federated with the University;
- (e) "property" includes all property, both real and personal;
- (f) "real property" includes messuages, lands, tenements, and hereditaments, whether corporeal or incorporeal, and any undivided share thereof and any estate or interest therein;

(g) "Senate" means the Senate of the University;

(h) "University" means The University of Waterloo.

Corporation  
continued

2. The corporation of Waterloo College Associate Faculties is hereby continued as a body corporate with perpetual succession under the name of "The University of Waterloo" and, subject to the provisions of this Act, shall have, hold, possess and enjoy all the property, rights, powers and privileges which it now has, holds, possesses or enjoys and, subject to the provisions of this Act, all by-laws, orders and regulations of the corporation now in force shall continue in force until amended or repealed.

University  
powers re  
faculties,  
degrees

3. The University shall have university powers, including,

(a) the power to establish and maintain such faculties, schools, institutes, departments and chairs as determined by the Board, but the curricula of all courses of instruction shall be determined by the Senate; and

(b) the power to confer university degrees, honorary degrees and awards in any and all branches of learning.

University  
non-denom-  
inational

4. The University shall be carried on as a Christian school of learning, but its management and control shall be non-denominational and no religious test shall be required of any professor, lecturer, teacher, officer, employee or servant, or of any student, of the University.

Proceedings  
in  
University  
name

5. All proceedings by or against the University may be had and taken in the name of "The University of Waterloo".

Property  
R.S.O. 1950,  
c. 184

6. The University shall have, in addition to the powers, rights and privileges mentioned in section 27 of *The Interpretation Act*, power to purchase or otherwise acquire, take or receive, by deed, gift, bequest or devise, and to hold and enjoy any estate or property whatsoever and to sell, grant, convey, mortgage, lease or otherwise dispose of the same or any part thereof from time to time and as occasion may require and to acquire other estate and property in addition thereto, or in the place thereof, without licence in mortmain and without limitation as to the period of holding.

#### PROPERTY

Trust  
property  
vested in  
University

7. All property hereafter granted, conveyed, devised or bequeathed to, or to any person in trust for or for the benefit of, the University or any faculty, school or department operated by its board of governors or otherwise in connection

therewith or to any person in trust for, or for the benefit of, Waterloo College Associate Faculties, subject to any trusts affecting the same, shall be vested in the University.

**8.** Real property vested in the University shall not be liable to be entered upon, used or taken by any corporation, except a municipal corporation, or by any person possessing the right of taking real property compulsorily for any purpose and no power to expropriate real property hereafter conferred shall extend to such real property unless in the Act conferring the power it is made in express terms to apply thereto. Real property vested in University not liable to expropriation

**9.** All the property vested in the University shall, as far as the application thereto of any statute of limitations is concerned, be deemed to have been and to be real property vested in the Crown for the public use of Ontario. Application of statute of limitations

**10.** The property of the University shall be applied solely for the purposes of the University. Application of property

**11.** The funds of the University not immediately required for its purposes and the proceeds of all property which comes to the hands of the Board, subject to any trusts affecting the same, may be invested and reinvested in such investments as to the Board shall seem meet. Investment of funds

#### BOARD OF GOVERNORS

**12.** The Board of Governors of the University is hereby constituted a body corporate by the name and style of "The Board of Governors, The University of Waterloo". Board of Governors

**13.** The Board shall number thirty-six members in all and shall consist of the following: Constitution of Board

- (a) The President of the University, the Chancellor of the University, the Mayor of the City of Waterloo, the Mayor of the City of Kitchener, and the Warden of Waterloo County, who shall be *ex officio* members with full voting rights.
- (b) The present members of the Board of Waterloo College Associate Faculties.
- (c) Two members appointed by the Lieutenant-Governor in Council.

**14.** Unless their election or appointment shall be otherwise designated, the members of the Board shall hold office as follows: Term of office

- (a) Of the members mentioned in clause *b* of section 13, namely, the present members of the Board of

Waterloo College Associate Faculties, one-third, to be chosen by the members of the Board, shall hold office for one year after the incorporation of the University, one-third shall hold office for two years, and the remaining one-third shall hold office for three years.

- (b) The members of the Board appointed by the Lieutenant-Governor in Council shall each hold office for three years.
- (c) As the term of any member of the Board expires, such member shall be eligible for re-appointment and, in the case of such re-appointment, shall hold office until such time as his successor is elected or appointed.
- (d) Except as otherwise provided in this Act, all members of the Board shall be elected by the Board.

Eligibility  
of staff, etc.

**15.** Except as otherwise provided in this Act, no principal or head of any of the academic units of the University or of any federated or affiliated college, or any member of the teaching or administrative staff of the University or of any federated or affiliated college, or any member of the staff, board, senate or governing body of any other degree-granting institution, shall be eligible for appointment or election as a member of the Board.

Membership  
vacated

**16.—(1)** If a member of the Board, during his term of office, accepts or occupies any of the offices or positions mentioned in section 15 or becomes mentally incapacitated or otherwise incapable of acting as a member, he shall *ipso facto* vacate his office and it shall be the duty of the Board by resolution to declare his membership vacant.

Absence  
from  
meetings

(2) If, within any fiscal year of the University, a member of the Board, not having been granted leave of absence by the Board, attends less than 50 per cent of the regular meetings of the Board, the Board may by resolution declare his membership vacant.

Idem

(3) If, within any fiscal year of the University, a member of the Board, not having been granted leave of absence by the Board, attends less than 25 per cent of the regular meetings of the Board, he shall *ipso facto* vacate his office and it shall be the duty of the Board by resolution to declare his membership vacant.

Proof

(4) A resolution passed under this section, entered in the minutes of the Board, shall be conclusive evidence of the vacancy declared therein.

**17.** Where a vacancy on the Board occurs before the term of office for which a member has been appointed or elected has expired, the vacancy shall be filled in the same manner and by the same authority as the member whose membership is vacant was appointed or elected, as the case may be, and the member so appointed or elected shall hold office for the remainder of the term of office of the member whose membership is vacant. <sup>Filling vacancies</sup>

**18.**—(1) The Board shall elect one of its members to be chairman and one of its members to be vice-chairman and, in case of the absence or illness of the chairman or of there being a vacancy in the office of chairman, the vice-chairman shall act as and have all the powers of the chairman. <sup>Chairman and vice-chairman</sup>

(2) In case of the absence or illness of the chairman and of the vice-chairman, the Board may appoint one of its members to act as chairman *pro tempore* and the member so appointed shall act as and have all the powers of the chairman. <sup>Absence</sup>

**19.** Ten members, not including *ex officio* members, shall constitute a quorum of the Board. <sup>Quorum</sup>

**20.** Notwithstanding any vacancy, so long as there are at least ten members, not including *ex officio* members, the Board may exercise all or any of its powers. <sup>Ten members may exercise powers</sup>

**21.** The Board shall have power to make regulations, <sup>Regulations</sup>

- (a) pertaining to the meetings of the Board and its transactions; and
- (b) providing for the appointment of committees and for the conferring upon any such committees authority to act for the Board with respect to any matter, but no decision of a committee, which includes in its membership persons who are not members of the Board, shall be valid and effective until approved and ratified by the Board, unless the Board so provides.

**22.**—(1) Except in such matters as are assigned by this Act to the Senate, the government, conduct, management and control of the University and of its property, revenues, business and the affairs thereof shall be vested in the Board and the Board shall have all powers necessary or convenient to perform its duties and achieve the objects and purposes of the University and, without limiting the generality of the foregoing, shall have power, <sup>Powers of Board</sup>

- (a) to appoint and remove the President and Vice-President, the heads and associate heads of the

faculties and colleges other than federated or affiliated colleges of the University, the professors and other members of the teaching staff of the University, and to appoint and remove all other officers, agents and servants of the University;

- (b) to fix the numbers, duties, salaries and other emoluments of all officers, agents and servants of the University;
- (c) to appoint an executive committee and such other committees as it may deem advisable and to delegate to any such committee any of its powers;
- (d) to borrow money for the purposes of the University and to give security therefor on such terms and in such amounts as it may deem advisable;
- (e) to make by-laws and regulations for the conduct of its affairs; and
- (f) to provide for the federation or affiliation with the University of any college of higher learning and, in order to preserve the non-denominational nature of the University, no more than two colleges of the same denominational control shall be affiliated or federated with the University at the same time and no college affiliated or federated with the University shall be affiliated with, or have affiliated with it, any other college, school or institute of higher learning without specific permission in writing by the Board.

Approval re  
federation or  
affiliation

(2) The acceptance of any federated or affiliated college by the University will be subject to the approval of the boards of governors or trustees of the colleges then federated with the University, but such consent shall not be unreasonably withheld.

Power of  
Board to  
change  
committees'  
constitution

**23.** The Board may modify, alter and change the constitution of any body or committee constituted or continued by this Act, except the Senate, and may create such new bodies or committees as may be deemed necessary for the purpose of carrying out the objects and provisions of this Act and may confer upon the bodies or committees constituted or continued by this Act, or any of them, or on any new body or committee hereafter constituted, such powers as the Board may see fit, but nothing herein shall authorize any abridgement or change in the powers conferred on the Senate by this Act.

**24.** Except as otherwise provided in this Act, the action of the Board in any matter with which it may deal shall be by resolution or by by-law as the Board may determine, but it shall not be essential to the validity of any such resolution or by-law that it be under the corporate seal of the Board if it is authenticated in the manner prescribed by the Board. <sup>Authentica-  
tion of  
by-laws, etc.</sup>

**25.**—(1) The accounts for the Board shall be audited at least once a year by an auditor or auditors appointed by the Board. <sup>Audit of  
accounts</sup>

(2) The Board shall make an annual financial report to the Lieutenant-Governor in Council in such form as the Lieutenant-Governor in Council may require. <sup>Annual  
report</sup>

**26.** If any question arises as to the powers or duties of the President and Vice-Chancellor, Vice-President or of any dean or head of any University academic unit, or of any officer or employee of the University, it shall be settled and determined by the Board, whose decision shall be final. <sup>Question as  
to powers  
and duties  
settled by  
Board</sup>

**27.** All the powers over, in respect of, or in relation to, the University, its properties, employees, personnel and students, which are not by the terms of this Act directed to be exercised by any other body, person or body of persons, are hereby, subject to the provisions of this Act, vested in the Board. <sup>Residual  
powers  
of Board</sup>

#### SENATE

**28.**—(1) There shall be a Senate of the University composed as follows: <sup>Senate</sup>

(a) The following shall be *ex officio* members:

- (i) the Chancellor,
- (ii) the Vice-Chancellor,
- (iii) the Vice-President of the University,
- (iv) the principal or head of each federated or affiliated college,
- (v) the dean of each faculty or school of the University,
- (vi) the Librarian,
- (vii) the Chairman of the Board,

- (viii) the Registrar of the University, who shall be the Secretary of the Senate,
  - (ix) the Director of the University Extension Department.
- (b) The faculties and schools of the University shall have the following representation, and the representatives shall be appointed by their respective faculty councils unless otherwise provided by the Senate:
- (i) the faculty of arts of each federated college, four members,
  - (ii) the engineering faculty, four members,
  - (iii) the science faculty, four members,
  - (iv) any other faculty or school which may hereafter be established within the University which offers courses leading to a degree, two members,
  - (v) the faculty of arts of each affiliated college, two members.
- (c) The principals of six secondary schools, three of whom shall be from schools within the twin cities of Kitchener and Waterloo and elected by the principals of the schools in these cities and the remaining three to be elected by the principals of secondary schools selected by the Senate.
- (d) The alumni of,
- (i) the University, one member for each graduating class, up to a total of six,
  - (ii) each federated college, three members,
  - (iii) each affiliated college, two members.

(2) The Vice-Chancellor of the University shall be the chairman of the Senate and the Vice-President of the University shall be the vice-chairman of the Senate.

Term of  
office

**29.**—(1) The members of the Senate shall hold office for a term of three years and shall be eligible for re-appointment or re-election, as the case may be.



(2) In the case of the first appointments made after the <sup>First appoint-</sup> coming into force of this Act and in the case of the first of <sup>ments</sup> any new appointments made pursuant to the provisions of this Act, such appointments or election shall be for terms of one, two or three years, so spaced that as nearly as possible one-third come up for re-appointment or re-election each year.

(3) In the case of each group or body having the power to <sup>Appoint-</sup> elect or appoint members to the Senate, where the number <sup>ments,</sup> to be appointed or elected is not three or a multiple of three, <sup>etc., by</sup> the body appointing or electing a member or members of the <sup>bodies</sup> Senate shall adhere as closely to this system of election or appointment as is possible, having regard to the number to be appointed or elected by each of such bodies.

**30.** Members of the teaching or administrative staff of <sup>Eligibility</sup> the University shall not be eligible for election by any of the <sup>of staff of</sup> graduate bodies. <sup>University</sup>

**31.** Members of the teaching or administrative staff of <sup>Eligibility</sup> any federated or affiliated college shall not be eligible for <sup>of staff of</sup> election by any of the graduate bodies. <sup>affiliated</sup> <sup>colleges</sup>

**32.** No person shall be eligible for election or appointment <sup>Eligibility of</sup> as a member of the Senate who is a member of a governing <sup>member of</sup> body or senate or faculty of any degree-granting university, <sup>governing</sup> college or institution of higher learning, other than the <sup>body of</sup> University and its federated or affiliated colleges. <sup>another</sup> <sup>university</sup>

**33.** If an elected or appointed member of the Senate <sup>Vacancies</sup> resigns, becomes mentally incapacitated or otherwise incapable of acting or becomes a member of the teaching or administrative staff of any of the bodies mentioned in section 30 or 31, not being the body he has been appointed to represent, or accepts membership in any of the bodies mentioned in section 32, not being the body which he has been appointed to represent, he shall *ipso facto* vacate his office and a declaration of the existence of any vacancy entered on the minutes of the Senate shall be conclusive evidence thereof.

**34.** Where a vacancy on the Senate occurs before the term <sup>Filling</sup> of office for which a member has been appointed or elected <sup>vacancies</sup> has expired, the vacancy shall be filled in the same manner and by the same authority as the member whose membership is vacant was appointed or elected, as the case may be, and the member so appointed or elected shall hold office for the remainder of the term of office of the member whose membership is vacant.

Disputes  
as to  
elections

**35.** The Senate shall have the sole right to determine any question concerning the election of any elected member of the Senate or the right of any person to sit or be or act as a member of the Senate, and the decision of the Senate in any such matter shall be final.

Powers  
and duties  
of Senate

**36.—(1)** The Senate,

- (a) shall be responsible for the educational policy of the University;
- (b) may make recommendations to the Board relative to the creation of faculties, schools, institutes, departments or chairs within the University;
- (c) may recommend to the Board the establishment of courses of instruction, including extension courses on the University campus and elsewhere;
- (d) may confer degrees, diplomas and certificates in any subject taught in the University or its federated or affiliated colleges;
- (e) may confer honorary degrees in any department of learning;
- (f) may create faculty councils or committees and committees generally to exercise its powers; and
- (g) may enact statutes in regulating the matters in this section referred to.

Honorary  
divinity  
degrees

(2) The Senate may confer honorary degrees in divinity without fees upon the recommendation of any theological college federated or affiliated with the University.

Qualifica-  
tions concern  
of Senate

(3) The qualifications of faculty members within the University and its federated or affiliated colleges shall be a concern of the Senate.

Additional  
powers and  
duties of  
Senate

**37.—(1)** In addition to such other powers and duties as are expressly mentioned in this Act, the Senate shall,

- (a) provide for the regulation and conduct of its proceedings, including the determination of a quorum necessary for the transaction of business;
- (b) provide for the convening and conduct of such Convocations as may be requisite for the purposes set out in section 36;

(c) recommend to the Board,

(i) the federation or affiliation of any college for teaching any branch of learning, provided, however, that, in order to preserve the non-denominational nature of the University, no more than two colleges of the same denominational control shall be federated or affiliated with the University at the same time and no college federated or affiliated with the University shall be affiliated with, or have affiliated with it, any other college, school or institute of higher learning without specific permission in writing by the Board,

(ii) the dissolution or suspension of any such federation or affiliation, or the modification or alteration of the terms thereof;

(d) consider and determine, on the recommendations of the respective faculty and school councils, the courses of study in all faculties and schools;

(e) consider and determine, on the recommendations of the respective faculty and school councils, the conduct and results of examinations in all faculties and schools;

(f) hear and determine appeals from the decisions of the faculty and school councils on applications and examinations by students;

(g) provide for representation on the Senate of the graduates of any other faculty or school hereafter established in the University if, in the opinion of the Senate, provision should be made for separate representation of such graduates;

(h) provide, if deemed necessary by the Senate, for an executive committee which shall act in the name and on behalf of the Senate between regular meetings of the Senate whose constitution and powers shall be as the Senate may from time to time determine.

(2) If any college is federated or affiliated with the University and has the right to grant degrees, such right, except for degrees in theology, shall remain dormant during the time that such college remains federated or affiliated with the University. Degree-granting right of affiliated colleges suspended

## CHANCELLOR

Chancellor,  
election of

**38.**—(1) There shall be a Chancellor of the University who shall be elected by an electoral board consisting of,

- (a) all members, except *ex officio* members, of the Board; and
- (b) representatives of the Senate equal in number to the members of the Board entitled to be members of the electoral board, such representatives to include, as *ex officio* members, the Vice-Chancellor, the Vice-President and the Registrar, and the remainder to be chosen by the Senate from among its members in such manner as it may determine.

Quorum

(2) Twelve members of the electoral board, counting the Vice-Chancellor, the Vice-President and the Registrar, if present, shall constitute a quorum.

Who  
eligible

(3) No person shall occupy the office of Chancellor unless he is a British subject.

Idem

(4) No person shall occupy the office of Chancellor who is a member of the teaching staff or of the administrative staff or who is an employee of the University or of any federated or affiliated college or who is a member of the Board or of the governing board of any federated or affiliated college.

Term  
of office

**39.**—(1) The term of office of the Chancellor shall be for six years, commencing with the 1st day of July of the year in which the appointment is made, and no Chancellor shall be eligible for re-election.

Vacancy

(2) If a vacancy in the office of Chancellor occurs from any cause, the vacancy shall be filled by the appointment of a successor in the manner set out in section 38 and the successor shall hold office for six years, terminating on the 30th day of June in the sixth year after his appointment, and no such successor shall be eligible for re-election.

Where  
Chancellor  
becomes  
ineligible

(3) If the Chancellor ceases to be eligible for such office or becomes mentally incapacitated or otherwise incapable of acting, he shall *ipso facto* vacate his office and a declaration of the existence of such vacancy by the Senate and by the Board entered in the minutes of the Senate and of the Board shall be conclusive evidence thereof.

Duties

**40.** The Chancellor shall preside at all Convocations and, by virtue of the authority vested in him by the Senate, shall

admit to degrees, diplomas and certificates such candidates, including the recipients of honorary degrees, as may be requested by the Senate.

#### VICE-CHANCELLOR

**41.**—(1) There shall be a Vice-Chancellor of the University who shall be the President of the University. <sup>Vice-Chancellor</sup>

(2) In the absence of the Chancellor or there being a vacancy in the office, the Vice-Chancellor, or a member of the faculty of the University appointed by him, shall act as Chancellor at Convocation. <sup>To act in absence of Chancellor</sup>

(3) In the absence of both the Chancellor and Vice-Chancellor or if both offices are vacant, the duties of the Chancellor shall be performed by a member of the faculty of the University appointed by the Senate for the purpose. <sup>Absence of Chancellor and Vice-Chancellor</sup>

**42.** The agreement between Evangelical Lutheran Seminary of Canada and Waterloo College Associate Faculties, bearing date the 12th day of January, 1959, set forth as Schedule A hereto, is hereby ratified and confirmed and declared to be legal, valid and binding upon the parties thereto and the said parties are hereby empowered to carry out their respective obligations and exercise their respective privileges thereunder. <sup>Agreement confirmed</sup>

**43.** The agreement between St. Jerome's College and Waterloo College Associate Faculties, bearing date the 12th day of January, 1959, set forth as Schedule B hereto, is hereby ratified and confirmed and declared to be legal, valid and binding upon the parties thereto and the said parties are hereby empowered to carry out their respective obligations and exercise their respective privileges thereunder. <sup>Agreement confirmed</sup>

**44.** This Act shall be deemed to have come into force on the 15th day of November, 1958. <sup>Commencement</sup>

**45.** This Act may be cited as *The University of Waterloo Act, 1959*. <sup>Short title</sup>

## SCHEDULE A

THIS AGREEMENT made in duplicate this 12th day of January, A.D. 1959.

BETWEEN:

EVANGELICAL LUTHERAN SEMINARY OF CANADA, operating Waterloo College of Arts, a corporation incorporated by Private Act of the Legislature of the Province of Ontario, having its head office at the City of Waterloo in the Province of Ontario,

OF THE FIRST PART,

—and—

WATERLOO COLLEGE ASSOCIATE FACULTIES, a corporation incorporated under the laws of the Province of Ontario, having its head office at the City of Waterloo in the Province of Ontario,

OF THE SECOND PART.

WHEREAS the Evangelical Lutheran Seminary of Canada, which has been operating Waterloo College since 1914 as an institution of higher learning in the City of Waterloo, will, at the next session of the Legislature for the Province of Ontario, submit a petition to amend and revise its present Act of incorporation to obtain degree-granting and other powers and to change its corporate name to "Waterloo Lutheran University", and to adopt the name "Waterloo University College" for what is presently known as "Waterloo College", and the name "Waterloo Lutheran Seminary" for what is presently known as "Waterloo Seminary";

AND WHEREAS the Waterloo College Associate Faculties will, at the next session of the Legislature for the Province of Ontario, submit a petition for the incorporation of a non-denominational university under the name of "The University of Waterloo" and will transfer all its rights, liabilities, undertakings and contracts to the said University;

AND WHEREAS the parties do enter into these presents to set down their mutual covenants, understandings and arrangements to apply to any future federation agreement made on behalf of the University of Waterloo (hereafter called the University) and Waterloo Lutheran University, on behalf of Waterloo University College (hereafter called the College);

NOW THIS AGREEMENT WITNESSETH:

1. The parties hereto agree that:

- (a) The College shall have the right to become a federated college of the University of Waterloo and shall be known as Waterloo University College.
- (b) Upon federation of the College with the University, all degree-granting powers possessed by Waterloo Lutheran University, except those in Theology, shall be held in abeyance, so long as such federation remains in force.
- (c) The College shall have the right to appoint the chairmen for all courses taught in the College and these shall be the chairmen for the University, unless otherwise mutually agreed.
- (d) The College shall register with the University all students proceeding toward a degree to be granted by the University.

- (e) The College shall have jurisdiction over the conduct of its students.
- (f) The College shall maintain academic standards in respect to curriculum and faculty as required by the Senate of the University in all courses for which credit is given toward a degree.
- (g) The College shall have the right to offer courses in Religious Knowledge and the University Senate shall give academic credit for such courses when it is satisfied that academic standards and curricular requirements are maintained.
- (h) Subject to satisfactory prearrangements students of the College shall be admitted to courses offered by the University or by a federated or affiliated college.
- (i) The College shall have the prior right to give instruction in the arts, humanities and social sciences which are part of the University's professional courses, and may make arrangements with other colleges within the University to provide instruction in these fields.
- (j) All revenues of mutual concern shall be shared as agreed upon by the Boards of both parties.
- (k) All instructional, administrative, maintenance and other costs as between the College and the University shall be borne or shared as agreed upon by the Boards of both parties.
- (l) The College shall have the right to appoint its own teaching staff and administrative officers.
- (m) General facilities provided by the University, such as Library, Gymnasium, Convocation Hall, Students' Union Building, etc., with their staffs, shall be available to students and faculty of the College.
- (n) The University shall confer degrees, diplomas and other awards (except in Theology) upon candidates from the College who meet the curricular requirements as defined by the University Senate.
- (o) The University shall make its Science faculty available for the instruction of science subjects which are a part of the curriculum offered for an Arts degree.
- (p) The University shall not duplicate instruction in arts, humanities and social sciences offered by the federated colleges unless the Boards of Governors of the federated colleges agree to such duplication.
- (q) The University Senate shall approve expansion of curricula as taught in affiliated colleges only when such expansion has the consent of the Boards of the federated colleges, but such consent shall not be unreasonably withheld.
- (r) The University shall allocate and reserve land within its campus (on mutually agreed time limit and terms) on which the College may construct buildings for teaching, administration, students' residences (with or without chapels), and a detached chapel building, subject to the University's approval of architectural design.
- (s) The College shall retain as its own property any and all gifts, bequests, devises, scholarships, endowments or grants of any kind which from time to time may be made to it, no matter under which name the gift, bequest or devise may be made.
- (t) Any modifications of the University's agreements with other federated or affiliated colleges shall first be discussed with the then federated or affiliated colleges.

2. (a) This agreement shall be interpreted in the spirit of the fourth paragraph of the Petition of Waterloo College Associate Faculties for affiliation with Waterloo College, dated June 21, 1956.
- (b) Amendments to this agreement may be made by mutual consent.
- (c) The terms of this agreement shall apply to any future federation agreement made between the University and the College, and when the federation agreement is completed it may be terminated by either party only after the thirtieth day of June twelve months or more following the date on which either party notifies the other of its desire for termination of the agreement.

IN WITNESS WHEREOF the Parties hereto have affixed their Corporate Seals attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

In the presence of:

(Seal)

J. G. HAGEY

(Seal)

EVANGELICAL LUTHERAN SEMINARY  
OF CANADA:

DELTON JOHN GLEBE

DONALD A. ROBERTS

WATERLOO COLLEGE ASSOCIATE  
FACULTIES:

I. G. NEEDLES

A. K. ADLINGTON



## SCHEDULE B

AGREEMENT made in duplicate this 12th day of January, A.D. 1959.

BETWEEN:

WATERLOO COLLEGE ASSOCIATE FACULTIES, a corporation incorporated under the laws of the Province of Ontario, having its head office at the City of Waterloo in the Province of Ontario,

—and—

ST. JEROME'S COLLEGE, a corporation incorporated by Private Act of the Province of Ontario, having its head office at the City of Kitchener in the Province of Ontario.

WHEREAS the Waterloo College Associate Faculties shall, at the next session of the Legislature for the Province of Ontario, submit a petition for the incorporation of a non-denominational university under the name of "The University of Waterloo" and will transfer all its rights, liabilities, undertakings and contracts to the said University;

AND WHEREAS St. Jerome's College, which has been operating institutions of higher learning in the City of Kitchener since 1866, shall, at the next session of the Legislature for the Province of Ontario, submit a petition for legislation changing its name to "The University of St. Jerome's College" and providing for modification of its organization, government and administration and enlarging and increasing its powers, rights and privileges to include degree-granting powers;

AND WHEREAS the parties do enter into these presents to set down their mutual covenants, understandings and arrangements to apply to any future federation agreement made on behalf of The University of Waterloo (hereafter called the University) and The University of St. Jerome's College (hereafter called the College);

NOW THIS AGREEMENT WITNESSETH:

1. The parties hereto agree that:

- (a) The College shall have the right to become a federated college of The University of Waterloo and shall be known as St. Jerome's College.
- (b) Upon federation of the College with the University, all degree-granting powers possessed by the University of St. Jerome's College, except those in Theology, shall be held in abeyance, so long as such federation remains in force.
- (c) The College shall register with the University all students proceeding toward a degree to be granted by the University.
- (d) The College shall have jurisdiction over the conduct of and provide religious worship for its students.
- (e) The College shall maintain academic standards in respect to curriculum and faculty as required by the Senate of the University in all courses for which credit is given toward a degree.
- (f) The College shall have the right to develop its own courses in harmony with its denominational beliefs in such fields of investigation as Religious Knowledge, Philosophy, Church History

and Sociology and the University Senate shall give academic credit for such courses when it is satisfied that academic standards and curricular requirements are maintained.

- (g) Subject to satisfactory prearrangements students of the College shall be admitted to courses offered by the University or by a federated or affiliated college.
  - (h) The College shall have the right to offer courses in Religious Knowledge, Philosophy, Church History and Sociology which are part of the University's professional courses.
  - (i) The College shall make available its faculty and facilities for instruction in the arts, humanities and social sciences which are part of the University's professional courses, when the University and the other federated colleges decide this to be economically feasible and practical.
  - (j) All revenues of mutual concern shall be shared as agreed upon by the Boards of both parties.
  - (k) All instructional, administrative, maintenance and other costs as between the College and the University shall be borne or shared as agreed upon by the Boards of both parties.
  - (l) The College shall have the right to appoint its own teaching staff and administrative officers.
  - (m) General facilities provided by the University, such as Library, Gymnasium, Convocation Hall, Students' Union Building, etc., with their staffs, shall be available to students and faculty of the College.
  - (n) The University shall confer degrees, diplomas and other awards (except Theology) upon candidates from the College who meet the curricular requirements as defined by the University Senate.
  - (o) The University shall make its Science faculty available for the instruction of science subjects which are part of the curriculum offered for an arts degree.
  - (p) The University shall not duplicate instruction in arts, humanities and social sciences offered by the federated colleges unless the Boards of Governors of the federated colleges agree to such duplication.
  - (q) The University Senate shall approve expansion of curricula as taught in affiliated colleges only when such expansion has the consent of the Boards of the federated colleges, but such consent shall not be unreasonably withheld.
  - (r) The University shall allocate and reserve land within its campus (on mutually agreed time limit and terms) on which the College may construct buildings for teaching, administration, students' residences (with or without chapels), subject to the University's approval of architectural design.
  - (s) The College shall retain as its own property any and all gifts, bequests, devises, scholarships, endowments or grants of any kind which from time to time may be made to it.
  - (t) Any modifications of the University's agreements with other federated or affiliated colleges shall first be discussed with the then federated or affiliated colleges.
2. (a) Amendments to this agreement may be made by mutual consent.
  - (b) The terms of this agreement shall apply to any future federation agreement made between the University and the College, and

when the federation agreement is completed it may be terminated by either party only after the thirtieth day of June twelve months or more following the date on which either party notifies the other of its desire for termination of the agreement.

IN WITNESS WHEREOF the corporate parties hereto have hereunto set their corporate seals as attested to by their proper officers in that behalf.

WATERLOO COLLEGE ASSOCIATE FACULTIES:

(Seal)	I. G. NEEDLES, <i>Chairman of the Board.</i>
	A. K. ADLINGTON, <i>Secretary.</i>

ST. JEROME'S COLLEGE:

(Seal)	C. L. SIEGFRIED, <i>President.</i>
	W. J. LALONDE, <i>Secretary.</i>





An Act respecting  
The University of Waterloo

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*1st Reading*

February 12th, 1959

*2nd Reading*

February 20th, 1959

*3rd Reading*

March 3rd, 1959

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MR. WINTERMEYER

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

**An Act respecting Waterloo Lutheran University**

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MR. WINTERMEYER

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(PRIVATE BILL)





No. Pr14

1959

# BILL

## An Act respecting Waterloo Lutheran University

**W**HEREAS Evangelical Lutheran Seminary of Canada Preamble  
by its petition has represented that it was incorporated  
by *An Act to Incorporate Evangelical Lutheran Seminary of  
Canada*, being chapter 145 of the Statutes of Ontario, 1913,  
as amended by *The Lutheran Seminary Act, 1926*, *Lutheran* 1926, c. 115  
*Seminary Act, 1927* and *The Lutheran Seminary Act, 1945*, 1927, c. 146  
1945, c. 31  
and that it has conducted and maintained two institutions  
of learning in the City of Waterloo, Ontario, namely, a liberal  
arts college known as "Waterloo College" and a theological  
seminary known as "Waterloo Seminary"; and whereas the  
petitioner has prayed for special legislation conferring upon it  
university status and such ancillary powers as are necessary  
to carry out its functions as a university; and whereas it is  
expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario,  
enacts as follows:

### 1. In this Act,

Interpreta-  
tion

- (a) "College" means Waterloo University College;
- (b) "Seminary" means Waterloo Lutheran Seminary;
- (c) "University" means Waterloo Lutheran University.

**2.—**(1) Evangelical Lutheran Seminary of Canada is Corporation  
continued  
under new  
name  
hereby continued as a body corporate, hereafter to be called  
and known as "Waterloo Lutheran University", and, subject  
to the provisions of this Act, shall have, hold, possess and  
enjoy all the property, rights, powers and privileges which it  
now has, holds, possesses or enjoys and, subject to the pro-  
visions of this Act, all by-laws, orders and regulations of the  
corporation now in force shall continue in force until amended  
or repealed.

Trust  
property  
vested in  
University

(2) All property hereafter granted, conveyed, devised or bequeathed to, or to any person in trust for or for the benefit of, Waterloo College or the Evangelical Lutheran Seminary of Canada shall, subject to any trusts affecting the same, be vested in the University.

Interim  
Board of  
Governors

(3) The present members of the Board of Governors of Evangelical Lutheran Seminary of Canada shall continue to be the Board of Governors of the University until the first annual meeting of the Evangelical Lutheran Synod of Canada to be held after the coming into force of this Act.

1913, c. 145,  
s. 4 (1945,  
c. 31, s. 1),  
re-enacted

**3.** Section 4 of *An Act to Incorporate Evangelical Lutheran Seminary of Canada*, as re-enacted by section 1 of *The Lutheran Seminary Act, 1945*, is repealed and the following substituted therefor:

Board of  
Governors

4.—(1) The Board of Governors of the University shall consist of fourteen members, seven of whom shall be clergymen and seven of whom shall be laymen, and the Board shall be appointed by the Evangelical Lutheran Synod of Canada at its annual meeting.

Vacancy

(2) In the case of any vacancy in the membership of the Board of Governors of the University, the Board shall make nominations to the Evangelical Lutheran Synod of Canada, or to the Executive Committee of the Synod, for filling any such vacancy, and the Synod or the Executive Committee shall make an appointment to fill the unexpired term.

Term of  
office

(3) The term of office of each member of the Board of Governors of the University shall be three years, except,

(a) where a member is appointed to fill a vacancy, such appointment shall be for the remainder of the term of his predecessor; and

(b) in the case of the first appointment made after the coming into force of this section and in the case of the first of any new appointments made pursuant to subsection 4, such appointments shall be for terms of one, two or three years, so spaced that as nearly as possible one-third of the total membership of the Board shall come up for re-appointment each year.

Increase in  
membership

(4) The Board of Governors of the University shall have power to increase their number by resolution, in

multiples of two, to any number not exceeding thirty, and one-half of such additional members of the Board shall be clergymen and one-half shall be laymen, and, upon the Board passing a resolution so increasing their number, the appointment of the additional members of the Board shall be made at the next annual meeting of the Evangelical Lutheran Synod of Canada in accordance with the method set out in clause *b* of subsection 3.

4.—(1) The University shall have university powers, <sup>Degrees</sup> including the power to grant degrees and honorary degrees and to issue diplomas, certificates and other awards.

(2) All degrees, diplomas, certificates and other awards, <sup>Idem</sup> except those in theology, shall be granted and sealed in the name of Waterloo University College and, in the case of degrees in theology, the same shall be granted and sealed in the name of Waterloo Lutheran University.

(3) The power and authority of the University to confer <sup>Suspension of power to grant degrees</sup> degrees shall be suspended and in abeyance, except as related to degrees in theology, so long as the University remains affiliated or federated with any other university, but may be resumed by the University if it ceases to be affiliated or federated with any other university.

5. The Board of Governors of the University shall have <sup>Power to appoint Senate and Chancellor</sup> power to provide for the appointment of a Senate and a Chancellor for the University and to prescribe their duties and powers.

6. The agreement between Evangelical Lutheran Seminary of Canada and Waterloo College Associate Faculties, bearing date the 12th day of January, 1959, set forth as the Schedule hereto, is hereby ratified, confirmed and declared to be legal, valid and binding upon the University and the University is hereby empowered to carry out its obligations and exercise its privileges thereunder. <sup>Agreement confirmed</sup>

7. This Act shall be deemed to have come into force on <sup>Commencement</sup> the 15th day of November, 1958.

8. This Act may be cited as *The Waterloo Lutheran University Act, 1959*. <sup>Short title</sup>

## SCHEDULE

THIS AGREEMENT made in duplicate this 12th day of January, A.D. 1959.

BETWEEN:

EVANGELICAL LUTHERAN SEMINARY OF CANADA, operating Waterloo College of Arts, a corporation incorporated by Private Act of the Legislature of the Province of Ontario, having its head office at the City of Waterloo, in the Province of Ontario,

OF THE FIRST PART,

—and—

WATERLOO COLLEGE ASSOCIATE FACULTIES, a corporation incorporated under the laws of the Province of Ontario, having its head office at the City of Waterloo, in the Province of Ontario,

OF THE SECOND PART.

WHEREAS the Evangelical Lutheran Seminary of Canada which has been operating Waterloo College since 1914 as an institution of higher learning in the City of Waterloo, will at the next session of the Legislature for the Province of Ontario, submit a petition to amend and revise its present act of incorporation, to obtain degree-granting and other powers, and to change its corporate name to "Waterloo Lutheran University", and to adopt the name "Waterloo University College" for what is presently known as "Waterloo College", and the name "Waterloo Lutheran Seminary" for what is presently known as "Waterloo Seminary";

AND WHEREAS the Waterloo College Associate Faculties will, at the next session of the Legislature for the Province of Ontario, submit a petition for the incorporation of a non-denominational university under the name of "The University of Waterloo" and will transfer all its rights, liabilities, undertakings and contracts to the said University;

AND WHEREAS the parties do enter into these presents to set down their mutual covenants, understandings and arrangements to apply to any future federation agreement made on behalf of the University of Waterloo (hereafter called the University) and Waterloo Lutheran University, on behalf of Waterloo University College (hereafter called the College);

NOW THIS AGREEMENT WITNESSETH:

1. The parties hereto agree that:

- (a) The College shall have the right to become a federated college of the University of Waterloo and shall be known as Waterloo University College.
- (b) Upon federation of the College with the University, all degree-granting powers possessed by Waterloo Lutheran University, except those in Theology, shall be held in abeyance, so long as such federation remains in force.
- (c) The College shall have the right to appoint the chairmen for all courses taught in the College and these shall be the chairmen for the University, unless otherwise mutually agreed.
- (d) The College shall register with the University all students proceeding toward a degree to be granted by the University.

- (e) The College shall have jurisdiction over the conduct of its students.
- (f) The College shall maintain academic standards in respect to curriculum and faculty as required by the Senate of the University in all courses for which credit is given toward a degree.
- (g) The College shall have the right to offer courses in Religious Knowledge and the University Senate shall give academic credit for such courses when it is satisfied that academic standards and curricular requirements are maintained.
- (h) Subject to satisfactory prearrangements students of the College shall be admitted to courses offered by the University or by a federated or affiliated College.
- (i) The College shall have the prior right to give instruction in the arts, humanities, and social sciences which are part of the University's professional courses, and may make arrangements with other colleges within the university to provide instruction in these fields.
- (j) All revenues of mutual concern shall be shared as agreed upon by the Boards of both parties.
- (k) All instructional, administrative, maintenance, and other costs as between the College and the University shall be borne or shared as agreed upon by the Boards of both parties.
- (l) The College shall have the right to appoint its own teaching staff and administrative officers.
- (m) General facilities provided by the University, such as Library, Gymnasium, Convocation Hall, Students' Union Building, etc., with their staffs, shall be available to students and faculty of the College.
- (n) The University shall confer degrees, diplomas, and other awards (except in Theology) upon candidates from the College who meet the curricular requirements as defined by the University Senate.
- (o) The University shall make its Science faculty available for the instruction of science subjects which are a part of the curriculum offered for an Arts degree.
- (p) The University shall not duplicate instruction in Arts, humanities and social sciences offered by the federated colleges unless the Boards of Governors of the federated colleges agree to such duplication.
- (q) The University Senate shall approve expansion of curricula as as taught in affiliated colleges only when such expansion has the consent of the Boards of the federated colleges, but such consent shall not be unreasonably withheld.
- (r) The University shall allocate and reserve land within its campus (on mutually agreed time limit and terms) on which the College may construct buildings for teaching, administration, students' residences (with or without chapels), and a detached chapel building, subject to the University's approval of architectural design.
- (s) The College shall retain as its own property any and all gifts, bequests, devises, scholarships, endowments, or grants of any kind which from time to time may be made to it, no matter under which name the gift, bequest or devise may be made.
- (t) Any modifications of the University's agreements with other federated or affiliated colleges shall first be discussed with the then federated or affiliated colleges.

2. (a) This Agreement shall be interpreted in the spirit of the fourth paragraph of the Petition of Waterloo College Associate Faculties for affiliation with Waterloo College, dated June 21, 1956.
- (b) Amendments to this agreement may be made by mutual consent.
- (c) The terms of this agreement shall apply to any future federation agreement made between the University and the College, and when the federation agreement is completed it may be terminated by either party only after the thirtieth day of June twelve months or more following the date on which either party notifies the other of its desire for termination of the agreement.

IN WITNESS WHEREOF the Parties hereto have affixed their Corporate Seals attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

In the presence of:  
(Seal)

(Seal)

J. G. HAGEY

EVANGELICAL LUTHERAN SEMINARY  
OF CANADA:

DELTON JOHN GLEBE,

DONALD A. ROBERTS.

WATERLOO COLLEGE ASSOCIATE  
FACULTIES:

I. G. NEEDLES,

A. K. ADLINGTON.









*1st Reading*

*2nd Reading*

*3rd Reading*

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MR. WINTERMEYER

---

(*Private Bill*)

No. Pr14

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting Waterloo Lutheran University**

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**MR. WINTERMEYER**

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



No. Pr14

1959

# BILL

## An Act respecting Waterloo Lutheran University

**W**HEREAS Evangelical Lutheran Seminary of Canada Preamble  
by its petition has represented that it was incorporated  
by *An Act to Incorporate Evangelical Lutheran Seminary of  
Canada*, being chapter 145 of the Statutes of Ontario, 1913,  
as amended by *The Lutheran Seminary Act, 1926*, *Lutheran* 1926, c. 115  
*Seminary Act, 1927* and *The Lutheran Seminary Act, 1945*, 1927, c. 146  
1945, c. 31  
and that it has conducted and maintained two institutions  
of learning in the City of Waterloo, Ontario, namely, a liberal  
arts college known as "Waterloo College" and a theological  
seminary known as "Waterloo Seminary"; and whereas the  
petitioner has prayed for special legislation conferring upon it  
university status and such ancillary powers as are necessary  
to carry out its functions as a university; and whereas it is  
expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario,  
enacts as follows:

### 1. In this Act,

Interpreta-  
tion

- (a) "College" means Waterloo University College;
- (b) "Seminary" means Waterloo Lutheran Seminary;
- (c) "University" means Waterloo Lutheran University.

**2.—**(1) Evangelical Lutheran Seminary of Canada is Corporation  
continued  
under new  
name  
hereby continued as a body corporate, hereafter to be called  
and known as "Waterloo Lutheran University", and, subject  
to the provisions of this Act, shall have, hold, possess and  
enjoy all the property, rights, powers and privileges which it  
now has, holds, possesses or enjoys and, subject to the pro-  
visions of this Act, all by-laws, orders and regulations of the  
corporation now in force shall continue in force until amended  
or repealed.

Trust  
property  
vested in  
University

(2) All property hereafter granted, conveyed, devised or bequeathed to, or to any person in trust for or for the benefit of, Waterloo College or the Evangelical Lutheran Seminary of Canada shall, subject to any trusts affecting the same, be vested in the University.

Interim  
Board of  
Governors

(3) The present members of the Board of Governors of Evangelical Lutheran Seminary of Canada shall continue to be the Board of Governors of the University until the first annual meeting of the Evangelical Lutheran Synod of Canada to be held after the coming into force of this Act.

1913, c. 145,  
s. 4 (1945,  
c. 31, s. 1),  
re-enacted

**3.** Section 4 of *An Act to Incorporate Evangelical Lutheran Seminary of Canada*, as re-enacted by section 1 of *The Lutheran Seminary Act, 1945*, is repealed and the following substituted therefor:

Board of  
Governors

4.—(1) The Board of Governors of the University shall consist of fourteen members, seven of whom shall be clergymen and seven of whom shall be laymen, and the Board shall be appointed by the Evangelical Lutheran Synod of Canada at its annual meeting.

Vacancy

(2) In the case of any vacancy in the membership of the Board of Governors of the University, the Board shall make nominations to the Evangelical Lutheran Synod of Canada, or to the Executive Committee of the Synod, for filling any such vacancy, and the Synod or the Executive Committee shall make an appointment to fill the unexpired term.

Term of  
office

(3) The term of office of each member of the Board of Governors of the University shall be three years, except,

(a) where a member is appointed to fill a vacancy, such appointment shall be for the remainder of the term of his predecessor; and

(b) in the case of the first appointment made after the coming into force of this section and in the case of the first of any new appointments made pursuant to subsection 4, such appointments shall be for terms of one, two or three years, so spaced that as nearly as possible one-third of the total membership of the Board shall come up for re-appointment each year.

Increase in  
membership

(4) The Board of Governors of the University shall have power to increase their number by resolution, in

multiples of two, to any number not exceeding thirty, and one-half of such additional members of the Board shall be clergymen and one-half shall be laymen, and, upon the Board passing a resolution so increasing their number, the appointment of the additional members of the Board shall be made at the next annual meeting of the Evangelical Lutheran Synod of Canada in accordance with the method set out in clause *b* of subsection 3.

4.—(1) The University shall have university powers, <sup>Degrees</sup> including the power to grant degrees and honorary degrees and to issue diplomas, certificates and other awards.

(2) All degrees, diplomas, certificates and other awards, <sup>Idem</sup> except those in theology, shall be granted and sealed in the name of Waterloo University College and, in the case of degrees in theology, the same shall be granted and sealed in the name of Waterloo Lutheran University.

(3) The power and authority of the University to confer <sup>Suspension of power to grant degrees</sup> degrees shall be suspended and in abeyance, except as related to degrees in theology, so long as the University remains affiliated or federated with any other university, but may be resumed by the University if it ceases to be affiliated or federated with any other university.

5. The Board of Governors of the University shall have <sup>Power to appoint a Senate and Chancellor</sup> power to provide for the appointment of a Senate and a Chancellor for the University and to prescribe their duties and powers.

6. The agreement between Evangelical Lutheran Seminary <sup>Agreement confirmed</sup> of Canada and Waterloo College Associate Faculties, bearing date the 12th day of January, 1959, set forth as the Schedule hereto, is hereby ratified, confirmed and declared to be legal, valid and binding upon the University and the University is hereby empowered to carry out its obligations and exercise its privileges thereunder.

7. This Act shall be deemed to have come into force <sup>Commencement</sup> on the 15th day of November, 1958.

8. This Act may be cited as *The Waterloo Lutheran University Act, 1959*. <sup>Short title</sup>

## SCHEDULE

THIS AGREEMENT made in duplicate this 12th day of January, A.D. 1959.

BETWEEN:

EVANGELICAL LUTHERAN SEMINARY OF CANADA, operating Waterloo College of Arts, a corporation incorporated by Private Act of the Legislature of the Province of Ontario, having its head office at the City of Waterloo, in the Province of Ontario,

OF THE FIRST PART,

—and—

WATERLOO COLLEGE ASSOCIATE FACULTIES, a corporation incorporated under the laws of the Province of Ontario, having its head office at the City of Waterloo, in the Province of Ontario,

OF THE SECOND PART.

WHEREAS the Evangelical Lutheran Seminary of Canada which has been operating Waterloo College since 1914 as an institution of higher learning in the City of Waterloo, will at the next session of the Legislature for the Province of Ontario, submit a petition to amend and revise its present act of incorporation, to obtain degree-granting and other powers, and to change its corporate name to "Waterloo Lutheran University", and to adopt the name "Waterloo University College" for what is presently known as "Waterloo College", and the name "Waterloo Lutheran Seminary" for what is presently known as "Waterloo Seminary";

AND WHEREAS the Waterloo College Associate Faculties will, at the next session of the Legislature for the Province of Ontario, submit a petition for the incorporation of a non-denominational university under the name of "The University of Waterloo" and will transfer all its rights, liabilities, undertakings and contracts to the said University;

AND WHEREAS the parties do enter into these presents to set down their mutual covenants, understandings and arrangements to apply to any future federation agreement made on behalf of the University of Waterloo (hereafter called the University) and Waterloo Lutheran University, on behalf of Waterloo University College (hereafter called the College);

NOW THIS AGREEMENT WITNESSETH:

1. The parties hereto agree that:

- (a) The College shall have the right to become a federated college of the University of Waterloo and shall be known as Waterloo University College.
- (b) Upon federation of the College with the University, all degree-granting powers possessed by Waterloo Lutheran University, except those in Theology, shall be held in abeyance, so long as such federation remains in force.
- (c) The College shall have the right to appoint the chairmen for all courses taught in the College and these shall be the chairmen for the University, unless otherwise mutually agreed.
- (d) The College shall register with the University all students proceeding toward a degree to be granted by the University.



- (e) The College shall have jurisdiction over the conduct of its students.
- (f) The College shall maintain academic standards in respect to curriculum and faculty as required by the Senate of the University in all courses for which credit is given toward a degree.
- (g) The College shall have the right to offer courses in Religious Knowledge and the University Senate shall give academic credit for such courses when it is satisfied that academic standards and curricular requirements are maintained.
- (h) Subject to satisfactory prearrangements students of the College shall be admitted to courses offered by the University or by a federated or affiliated College.
- (i) The College shall have the prior right to give instruction in the arts, humanities, and social sciences which are part of the University's professional courses, and may make arrangements with other colleges within the university to provide instruction in these fields.
- (j) All revenues of mutual concern shall be shared as agreed upon by the Boards of both parties.
- (k) All instructional, administrative, maintenance, and other costs as between the College and the University shall be borne or shared as agreed upon by the Boards of both parties.
- (l) The College shall have the right to appoint its own teaching staff and administrative officers.
- (m) General facilities provided by the University, such as Library, Gymnasium, Convocation Hall, Students' Union Building, etc., with their staffs, shall be available to students and faculty of the College.
- (n) The University shall confer degrees, diplomas, and other awards (except in Theology) upon candidates from the College who meet the curricular requirements as defined by the University Senate.
- (o) The University shall make its Science faculty available for the instruction of science subjects which are a part of the curriculum offered for an Arts degree.
- (p) The University shall not duplicate instruction in Arts, humanities and social sciences offered by the federated colleges unless the Boards of Governors of the federated colleges agree to such duplication.
- (q) The University Senate shall approve expansion of curricula as as taught in affiliated colleges only when such expansion has the consent of the Boards of the federated colleges, but such consent shall not be unreasonably withheld.
- (r) The University shall allocate and reserve land within its campus (on mutually agreed time limit and terms) on which the College may construct buildings for teaching, administration, students' residences (with or without chapels), and a detached chapel building, subject to the University's approval of architectural design.
- (s) The College shall retain as its own property any and all gifts, bequests, devises, scholarships, endowments, or grants of any kind which from time to time may be made to it, no matter under which name the gift, bequest or devise may be made.
- (t) Any modifications of the University's agreements with other federated or affiliated colleges shall first be discussed with the then federated or affiliated colleges.

2. (a) This Agreement shall be interpreted in the spirit of the fourth paragraph of the Petition of Waterloo College Associate Faculties for affiliation with Waterloo College, dated June 21, 1956.
- (b) Amendments to this agreement may be made by mutual consent.
- (c) The terms of this agreement shall apply to any future federation agreement made between the University and the College, and when the federation agreement is completed it may be terminated by either party only after the thirtieth day of June twelve months or more following the date on which either party notifies the other of its desire for termination of the agreement.

IN WITNESS WHEREOF the Parties hereto have affixed their Corporate Seals attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

In the presence of:  
(Seal)

(Seal)

J. G. HAGEY

EVANGELICAL LUTHERAN SEMINARY  
OF CANADA:

DELTON JOHN GLEBE,

DONALD A. ROBERTS.

WATERLOO COLLEGE ASSOCIATE  
FACULTIES:

I. G. NEEDLES,

A. K. ADLINGTON.







*1st Reading*

February 12th, 1959

*2nd Reading*

February 20th, 1959

*3rd Reading*

March 3rd, 1959

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MR. WINTERMEYER

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No. Pr15

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting Royal Botanical Gardens**

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MR. HALL

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(PRIVATE BILL)

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr15

1959

# BILL

## An Act respecting Royal Botanical Gardens

**W**HEREAS the Board of the Royal Botanical Gardens <sup>Preamble</sup> by its petition has represented that it was incorporated by *The Royal Botanical Gardens Act, 1941* and that its membership was increased by *The Royal Botanical Gardens Act, 1954*; <sup>1941, c. 75</sup> <sup>1954, c. 125</sup> and whereas the Board has prayed for special legislation further amending *The Royal Botanical Gardens Act, 1941* with respect to the membership of the Board; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** Subsection 1 of section 2 of *The Royal Botanical Gardens Act, 1941*, as amended by section 1 of *The Royal Botanical Gardens Act, 1954*, is repealed and the following substituted therefor: <sup>s. 2, subs. 1, re-enacted</sup>

- (1) The Board shall consist of twenty-two members as <sup>Constitution of Board</sup> follows:
  - (a) three members of and nominated by the Board of Park Management of the City of Hamilton;
  - (b) three persons, not being members of the council of the City of Hamilton, who shall be nominated by the said council and who shall serve for three years;
  - (c) one person nominated by the Lieutenant-Governor in Council, who shall serve during the pleasure of the Lieutenant-Governor in Council;
  - (d) one person nominated by the Minister of Agriculture for the Province of Ontario for the time being;
  - (e) the Mayor of the City of Hamilton for the time being;

- (f) the President of McMaster University for the time being;
- (g) seven persons not being members of the Board of Park Management of the City of Hamilton or of the council of the City of Hamilton, each of whom shall be nominated by the Board of the Royal Botanical Gardens and hold office for five years from the 1st day of February in the year in which he is appointed except in the case of the first members nominated under this clause, one of whom shall hold office until the 1st day of February in the year following the first appointments, one for one year, one for two years, one for three years and one for four years from that date; but every such member shall continue in office until his successor is appointed and shall be eligible for reappointment; any vacancy occurring by the death or resignation of a member nominated under this clause, or from any cause other than the expiration of the time for which he was nominated, shall be filled by the board and the member so nominated in his place shall hold office for the remainder of his term and until his successor is nominated;
- (h) two persons nominated by the Governor-General in Council, who shall serve during the pleasure of the Governor-General in Council;
- (i) one person, not being a member of the council of the Town of Dundas, who shall be nominated by the said council and who shall serve for three years;
- (j) one person, not being a member of the council of the Town of Burlington, who shall be nominated by the said council and who shall serve for three years;
- (k) one person, not being a member of the council of the Township of West Flamboro, who shall be nominated by the said council and who shall serve for three years.

Commence-  
ment

**2.** This Act comes into force on the day its receives Royal Assent.

Short title

**3.** This Act may be cited as *The Royal Botanical Gardens Act, 1959.*







An Act respecting  
Royal Botanical Gardens

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. HALL

---

(*Private Bill*)

No. Pr15

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting Royal Botanical Gardens

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MR. HALL

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr15

1959

# BILL

## An Act respecting Royal Botanical Gardens

**W**HEREAS the Board of the Royal Botanical Gardens Preamble by its petition has represented that it was incorporated by *The Royal Botanical Gardens Act, 1941* and that its membership was increased by *The Royal Botanical Gardens Act, 1954*; 1941, c. 75 and whereas the Board has prayed for special legislation further amending *The Royal Botanical Gardens Act, 1941* with respect to the membership of the Board; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Subsection 1 of section 2 of *The Royal Botanical Gardens Act, 1941*, as amended by section 1 of *The Royal Botanical Gardens Act, 1954*, is repealed and the following substituted therefor: 1941, c. 75, s. 2, subs. 1, re-enacted

(1) The Board shall consist of twenty-two members as follows: Constitution of Board

- (a) three members of and nominated by the Board of Park Management of the City of Hamilton;
- (b) three persons, not being members of the council of the City of Hamilton, who shall be nominated by the said council and who shall serve for three years;
- (c) one person nominated by the Lieutenant-Governor in Council, who shall serve during the pleasure of the Lieutenant-Governor in Council;
- (d) one person nominated by the Minister of Agriculture for the Province of Ontario for the time being;
- (e) the Mayor of the City of Hamilton for the time being;

- (f) the President of McMaster University for the time being;
- (g) seven persons not being members of the Board of Park Management of the City of Hamilton or of the council of the City of Hamilton, each of whom shall be nominated by the Board of the Royal Botanical Gardens and hold office for five years from the 1st day of February in the year in which he is appointed except in the case of the first members nominated under this clause, one of whom shall hold office until the 1st day of February in the year following the first appointments, one for one year, one for two years, one for three years and one for four years from that date; but every such member shall continue in office until his successor is appointed and shall be eligible for reappointment; any vacancy occurring by the death or resignation of a member nominated under this clause, or from any cause other than the expiration of the time for which he was nominated, shall be filled by the board and the member so nominated in his place shall hold office for the remainder of his term and until his successor is nominated;
- (h) two persons nominated by the Governor-General in Council, who shall serve during the pleasure of the Governor-General in Council;
- (i) one person, not being a member of the council of the Town of Dundas, who shall be nominated by the said council and who shall serve for three years;
- (j) one person, not being a member of the council of the Town of Burlington, who shall be nominated by the said council and who shall serve for three years;
- (k) one person, not being a member of the council of the Township of West Flamboro, who shall be nominated by the said council and who shall serve for three years.

Commence-  
ment

**2.** This Act comes into force on the day its receives Royal Assent.

Short title

**3.** This Act may be cited as *The Royal Botanical Gardens Act, 1959.*







An Act respecting  
Royal Botanical Gardens

---

*1st Reading*

February 10th, 1959

*2nd Reading*

February 20th, 1959

*3rd Reading*

March 3rd, 1959

---

MR. HALL

---

No. Pr16

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# **BILL**

**An Act respecting the City of Peterborough**

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MR. SCOTT

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(PRIVATE BILL)

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr16

1959

# BILL

## An Act respecting the City of Peterborough

**W**HEREAS The Corporation of the City of Peterborough Preamble by its petition has represented that on the 3rd day of November, 1958, the council of The Corporation of the City of Peterborough gave first and second readings to By-law No. 1958-77, entitled "A By-law to authorize The Corporation of the City of Peterborough to enter into a contract with Border Transit Limited granting to Border Transit Limited a franchise for five years to operate a bus transportation system in the City of Peterborough and obligating The Corporation of the City of Peterborough to pay annually to Border Transit Limited such amount of money as may be necessary to provide the Company with a profit in its operation of the bus transportation system", and that the by-law has been assented to by the municipal electors qualified to vote on money by-laws for the City of Peterborough; and whereas the Corporation has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** The council of The Corporation of the City of Peterborough shall be deemed to have given first and second readings on the 3rd day of November, 1958, to By-law No. 1958-77 in the form as set forth in the Schedule hereto and is hereby authorized, notwithstanding section 2 of By-law No. 1958-77, to give third reading to and finally pass By-law No. 1958-77 as set forth in the Schedule hereto and to enter into the agreement forming part of the By-law as set forth in the Schedule hereto without obtaining the approval of the Ontario Municipal Board. Authority to pass bus franchise by-law

**2.** This Act comes into force on the day it receives Royal Assent. Commencement

**3.** This Act may be cited as *The City of Peterborough Act*, Short title 1959.

## SCHEDULE

## BY-LAW No. 1958-77

A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF PETERBOROUGH TO ENTER INTO A CONTRACT WITH BORDER TRANSIT LIMITED GRANTING TO BORDER TRANSIT LIMITED A FRANCHISE FOR FIVE YEARS TO OPERATE A BUS TRANSPORTATION SYSTEM IN THE CITY OF PETERBOROUGH AND OBLIGATING THE CORPORATION OF THE CITY OF PETERBOROUGH TO PAY ANNUALLY TO BORDER TRANSIT LIMITED SUCH AMOUNT OF MONEY AS MAY BE NECESSARY TO PROVIDE THE COMPANY WITH A REASONABLE PROFIT IN ITS OPERATION OF THE BUS TRANSPORTATION SYSTEM.

WHEREAS Border Transit Limited, operator of Peterborough Bus Lines, has been furnishing public transportation to the people of the City of Peterborough by means of buses on the streets of the City of Peterborough since the year 1927 and under an agreement with the Council of the City of Peterborough since January 1st, 1944.

AND WHEREAS Border Transit Limited has requested the Corporation of the City of Peterborough to grant to it the right to use certain streets of the City for a period of five years commencing on the 1st day of January, 1959.

AND WHEREAS Border Transit Limited has stated that it cannot operate a bus service to the people of the City even with an increase in fares unless the Corporation of the City of Peterborough agrees to pay annually to the Company an amount of money as may be necessary to provide the Company with a reasonable profit in its operation of the bus transportation system.

AND WHEREAS an agreement which is to become effective on the 1st day of January, 1959, has been arranged to the mutual satisfaction of the Corporation and the said Company.

AND WHEREAS the said agreement sets out in detail the obligations, terms and conditions binding upon the Corporation and the said Company, which agreement is attached hereto and set forth as Schedule "A" to this By-law and made a part thereof.

NOW THEREFORE The Corporation of the City of Peterborough by the Council thereof enacts as follows:

1. The Mayor and Clerk of the Corporation of the City of Peterborough be and they are hereby directed and authorized to sign the said agreement which is to become effective on the 1st day of January, 1959, which agreement is hereto annexed and is hereby incorporated and forms part of this By-law, and the said Clerk is hereby directed and authorized to affix the corporate seal of the Corporation to the said agreement.

2. This By-law shall not come into force and take effect until it has been assented to by the Municipal electors qualified to vote on money By-laws for the City of Peterborough as provided by *The Municipal Act*, R.S.O. 1950, Chapter 243, *The Municipal Franchises Act*, R.S.O. 1950, Chapter 249, and has been approved by the Ontario Municipal Board as provided by *The Ontario Municipal Board Act*, R.S.O. 1950, Chapter 262.

READ A FIRST AND SECOND TIME this 3rd day of November, 1958.

J. A. DEWART,  
Mayor.

E. A. OUTRAM,  
Clerk.

19 READ A THIRD TIME and finally passed this 00th day of

Mayor.

Clerk.

## Schedule "A"

THIS INDENTURE made in duplicate this 00th day of  
A.D. 19 .

BETWEEN:

THE CORPORATION OF THE CITY OF PETERBOROUGH,  
hereinafter called the "Corporation",

OF THE FIRST PART,

—and—

BORDER TRANSIT LIMITED, hereinafter called the  
"Company",

OF THE SECOND PART.

WHEREAS the Company was incorporated under the laws of the Province of Ontario and has been furnishing public transportation to the citizens of the City of Peterborough by the operation of its buses on the streets of Peterborough since the year 1927.

AND WHEREAS the Company has requested the Corporation to grant to the Company an exclusive passenger transportation franchise for bus service within the limits of the City of Peterborough.

AND WHEREAS the Municipal Council of the Corporation is desirous of granting the request of the Company, and this Agreement is entered into for that purpose.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties hereto mutually covenant and agree for themselves, their successors and assigns, as follows:

1. Subject to the agreements, obligations, terms and conditions hereinafter contained the Corporation hereto grants to the Company an exclusive passenger transportation franchise for bus service within the limits of the City of Peterborough for the term of five (5) years from and after the expiration of the term of the existing franchise, namely, December 31st, 1958 to the 31st day of December, 1963.

2. During the term of the franchise hereby granted the Company shall maintain and operate an adequate number of buses for carrying passengers in the City of Peterborough on such routes as are contained in Schedule (A) attached hereto and shall operate said buses daily at such hours and times as are contained in Schedule (A) hereto. The said Schedule may be varied from time to time by agreement of the Parties hereto and the Corporation agrees to confirm said variations by By-law.

3. All buses purchased or obtained by the Company during said term for operation in the City of Peterborough shall be of a reasonably modern design and type.

4. All buses used or operated by the Company during said term shall be kept at all times in a good and sufficient state of repair; shall be kept clean inside and out, and shall be lighted and heated at such hours and for such periods of the year as may be necessary.

5. The Company shall pay to the Corporation during the said term in two equal instalments payable on June 30th and December 31st, in each year thereof, an annual license fee of One Hundred Dollars (\$100.00).

6. This agreement is intended to confer upon the Company the exclusive right to pick up, convey, and discharge persons within the limits of the City of Peterborough, but shall not apply to the operation of motor buses or other vehicles running between any point within the City of Peterborough and cities, towns, villages and/or places outside the limits of the City of Peterborough, so long as such motor buses or other vehicles

do not convey passengers from one point within the limits of the said City to another point therein, and shall not apply at any time to taxi cabs and shall not apply to any operations or activities which the Company may undertake outside the limits of the City of Peterborough.

7. The rate of fares as of January 1st, 1959 for passenger transportation service within the City of Peterborough shall be:

Adult fare—15c cash or 3 tickets for 30c

Children under 53 inches in height—5c cash or 5 tickets for 25c.

Such fares shall be changed, altered or otherwise varied by the Company with the consent of the Council of the Corporation as expressed by by-law.

8. The Corporation will pay to the Company an annual subsidy in an amount equal to:

- (a) In each of the calendar years 1959 and 1960, the sum of \$34,000.00 plus fifty percent of the deficit of the Company as determined before the inclusion of any subsidy payable by the Corporation.
  - (b) In each of the calendar years 1961, 1962 and 1963, the sum of \$45,000.00 plus fifty percent of the deficit of the Company as determined before the inclusion of any subsidy payable by the Corporation.
- 9.(a) If the amount of subsidy payable to the Company pursuant to clause number 8 and paragraph *a* of clause number 10 in any year shall result in a net profit of the Company for such year after payment of Federal and Provincial Corporation taxes of less than \$12,500.00, the Corporation shall pay to the Company forthwith an additional amount sufficient to guarantee the Company a minimum profit of \$12,500.00 for such year after the payment of Federal and Provincial Corporation taxes. In the event of termination of this Agreement at a time other than at the end of a calendar year, the said annual sum of \$12,500.00 shall be apportioned to the date of termination and any deficiency between the said net profit and said amount so apportioned will be paid to the Company.
- (b) And further should the amount of subsidy payable to the Company under clause number 8 and paragraph *a* of clause number 10 in any year result in a net profit after payment of Federal and Provincial Corporation taxes of more than \$17,500.00 the Company shall refund to the Corporation an amount sufficient to reduce the net profit of the Company to \$17,500.00 for such year after payment of Federal and Provincial Corporation taxes. In the event of termination of this agreement at a time other than at the end of a calendar year the said sum of \$17,500.00 shall be apportioned to the date of termination and any excess of said net profit over said amount so apportioned shall be refunded to the Corporation.

10. The foregoing subsidy shall be subject to adjustment as follows:

- (a) The Corporation shall pay to the Company, in addition to the subsidy, the increased cost arising from any increase in Provincial gasoline, license, or other transportation taxation rates not compensated for by a reduction of Federal Gasoline, license or other transportation taxation rates, above the rates prevailing on December 31, 1958. The Company shall pay to the Corporation any decreased cost arising from any reduction in Provincial Gasoline, License or other Transportation taxation rates not offset by an increase in Federal Gasoline, License or other Transportation taxation rates below the rates prevailing on December 31, 1958.

- (b) For the purpose of calculating the deficits referred to in items 8 (a) and 8 (b) depreciation on Company assets shall be taken at \$26,286.00 per year. If the maximum amount of depreciation allowable by the Department of National Revenue for Corporation tax purposes during the term of the contract calculated at rates permitted by the taxing authorities from year to year is less than the aggregate of the annual amounts taken for the purpose of determining Company deficits for this agreement, the Company shall, at termination of this agreement, pay such difference to the Corporation. On the other hand, should the maximum amount of depreciation claimed by the Company and allowed by the Department of National Revenue be higher than the \$26,286.00 each year the Corporation shall refund to the Company the difference.

11. The Corporation will pay the Company by monthly payment on the 15th day of each month, one-twelfth of the appropriate basic amount set out in Clause 8. The balance owing to the Company, if any, for operations of the previous year shall be paid to the Company within 30 days after receipt by the Corporation of an audited Profit and Loss Statement relating to the operations of said period.

The auditor of the Corporation shall have the right at all reasonable times during the currency of this agreement to examine and verify such of the Company's books of account, vouchers and records as may be necessary to determine the profit or loss of the Company and the amount of subsidy payable hereunder or the amount to which the City is entitled to receive by way of refund.

12. The Company may apply in writing to the Council of the Corporation for a further renewal or extension of the franchise granted and extended hereunder or as amended, and such application shall be filed with the Clerk of the Council of the Corporation on or before the 1st day of June, 1962.

13 The Company shall at all times during the said term indemnify and save harmless the Corporation, should the Corporation be held in any way liable for the operation of the Company's buses, and shall protect itself with an insurance policy or policies against accidents or liability to the public and/or passengers, and for property damage, as required by *The Highway Traffic Act* of the Province of Ontario and Regulations made thereunder, and *The Public Vehicle Act*, and the Company shall produce to the Council at a meeting held not later than the 1st day of March in every year every policy or guaranteed contract so made.

14. The Corporation shall during said term keep and maintain the streets upon which the Company bus routes are located in a reasonable state of repair and reasonably free from snow or other obstruction, to enable the Company to operate its buses thereon without damage.

15. The Corporation shall during the said term by By-law provide sufficient bus stops as the Company may require to conduct its business of carrying passengers as may be agreed upon between the parties hereto and shall adequately mark said bus stops.

16. The Corporation shall during said term by By-law regulate traffic in the City of Peterborough to enable the Company to operate its buses efficiently.

17. In the event of the Company desiring to sell or transfer en bloc all its assets and property used in connection with the said bus service during the said term, the Company hereby agrees to give to the Corporation a sole, irrevocable and exclusive first option, for a period of three months after being notified in writing by the Company, to purchase all the assets and property of the said Company used in connection with the said bus service for a price or compensation to be agreed upon between the parties hereto. If the parties hereto are unable to agree upon the price to be paid for the said property and assets, then the purchase price shall be ascertained under the provisions of *The Arbitration Act* of Ontario.

It is understood and agreed between the parties hereto that in determining the compensation to be paid to the said Company, nothing shall be taken into account or allowed for the franchise now being extended and granted by the Corporation, and it is further understood and agreed that the price to be paid for all buses and equipment acquired by the Company for use herein after January 1, 1959, shall be the undepreciated capital cost thereof, and for all assets and property acquired by the Company prior to January 1, 1959 shall be the actual market value calculated as of the date of such termination.

If the Corporation does not exercise the option hereby granted within a period of three months after written notification, then the Company may offer to sell or transfer its property and assets used in connection with the said business to any other person or Corporation and the Company agrees, before said assets and property are sold or transferred as aforesaid to any person or corporation intending to carry on said bus service in the City of Peterborough, that it will communicate the name of the proposed purchaser to the Corporation and undertakes that it will not sell or transfer said assets and property to any such person or corporation who is not acceptable to the Corporation, provided that the Corporation must act reasonably in determining whether or not any person or corporation is or is not acceptable.

18. In the event that the Corporation is obligated to make payments to the Company pursuant to Clause 9 (a) of this Agreement, either party shall have the right to terminate this Agreement upon three months' written notice to the other party. Upon such notice being given, the Corporation shall have the same rights to purchase as are set out in Clause Number 17 hereof.

19. If at any time during or after the said term of the agreement any dispute, difference or question shall arise between the parties hereto, or any of their representatives, touching this agreement, or any part thereof, or the construction, meaning or effect of this agreement or any part thereof, or anything herein contained, or the rights or liabilities of the parties, or their representatives, under this agreement, or otherwise, in relation to the premises, and if said matter cannot be settled by the parties hereto by negotiation, then every such dispute, difference or question shall be referred to a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party to the reference, and the third arbitrator to be a Judge of any County of the Province of Ontario and to be appointed by the Parties hereto in writing before they enter upon the business of the reference. If either party shall refuse or neglect to appoint an arbitrator within thirty days after the other party shall have appointed an arbitrator, and shall have served a written notice upon the first-mentioned party requiring such party to make such appointment, then the arbitrator first appointed shall, at the request of the party appointing him, proceed to hear and determine the matter in difference as if he were a single arbitrator appointed by both parties for the purpose, and the award or determination which shall be made by the said arbitrator, shall be final and binding on the parties hereto, their successors and assigns, and shall not be subject to appeal to any Court or Courts.

20. The Council of the Corporation shall forthwith at its own expense take or cause to be taken all necessary steps to lawfully pass or cause to be passed, a By-law of the Corporation with the assent of the qualified electors, to authorize the Corporation to enter into this agreement, and upon the date when said By-law is finally passed this agreement shall become effective.

21. The Company shall not be liable for damages arising from the cessation or interruption of the bus service herein, caused by fire, flood, act of God, strike, or other circumstance beyond the control of the Company.

22. The Corporation agrees to appoint each year a special Committee for the purpose of assisting the Company in policy matters relating to

routes, rates, and other matters relating to the efficient operation of the Company.

23. This Agreement shall be binding upon the Parties hereto, their successors and assigns.

IN WITNESS WHEREOF the said Parties hereto have hereunto affixed their Corporate seals attested by the hands of their proper signing officers in that behalf.

THE CORPORATION OF THE CITY OF  
PETERBOROUGH:

.....  
.....

BORDER TRANSIT LIMITED:

.....  
.....

[Schedule (A) to the Agreement, Routings and Service, attached.]







An Act respecting  
the City of Peterborough

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*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

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MR. SCOTT

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(*Private Bill*)

No. Pr16

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting the City of Peterborough**

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MR. SCOTT

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



No. Pr16

1959

# BILL

## An Act respecting the City of Peterborough

**W**HEREAS The Corporation of the City of Peterborough Preamble  
by its petition has represented that on the 3rd day of  
November, 1958, the council of The Corporation of the City  
of Peterborough gave first and second readings to By-law  
No. 1958-77, entitled "A By-law to authorize The Corporation  
of the City of Peterborough to enter into a contract with  
Border Transit Limited granting to Border Transit Limited  
a franchise for five years to operate a bus transportation  
system in the City of Peterborough and obligating The  
Corporation of the City of Peterborough to pay annually to  
Border Transit Limited such amount of money as may be  
necessary to provide the Company with a profit in its opera-  
tion of the bus transportation system", and that the by-law  
has been assented to by the municipal electors qualified to  
vote on money by-laws for the City of Peterborough; and  
whereas the Corporation has prayed for special legislation in  
respect of the matter hereinafter set forth; and whereas it is  
expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

**1.** The council of The Corporation of the City of Peter- Authority  
to pass  
bus franchise  
by-law  
borough shall be deemed to have given first and second  
readings on the 3rd day of November, 1958, to By-law No.  
1958-77 in the form as set forth in the Schedule hereto and is  
hereby authorized, notwithstanding section 2 of By-law No.  
1958-77, to give third reading to and finally pass By-law  
No. 1958-77 as set forth in the Schedule hereto and to enter  
into the agreement forming part of the By-law as set forth in  
the Schedule hereto without obtaining the approval of the  
Ontario Municipal Board.

**2.** This Act comes into force on the day it receives Royal Commence-  
ment  
Assent.

**3.** This Act may be cited as *The City of Peterborough Act*, Short title  
1959.

## SCHEDULE

BY-LAW No. 1958-77

A BY-LAW TO AUTHORIZE THE CORPORATION OF THE CITY OF PETERBOROUGH TO ENTER INTO A CONTRACT WITH BORDER TRANSIT LIMITED GRANTING TO BORDER TRANSIT LIMITED A FRANCHISE FOR FIVE YEARS TO OPERATE A BUS TRANSPORTATION SYSTEM IN THE CITY OF PETERBOROUGH AND OBLIGATING THE CORPORATION OF THE CITY OF PETERBOROUGH TO PAY ANNUALLY TO BORDER TRANSIT LIMITED SUCH AMOUNT OF MONEY AS MAY BE NECESSARY TO PROVIDE THE COMPANY WITH A REASONABLE PROFIT IN ITS OPERATION OF THE BUS TRANSPORTATION SYSTEM.

WHEREAS Border Transit Limited, operator of Peterborough Bus Lines, has been furnishing public transportation to the people of the City of Peterborough by means of buses on the streets of the City of Peterborough since the year 1927 and under an agreement with the Council of the City of Peterborough since January 1st, 1944.

AND WHEREAS Border Transit Limited has requested the Corporation of the City of Peterborough to grant to it the right to use certain streets of the City for a period of five years commencing on the 1st day of January, 1959.

AND WHEREAS Border Transit Limited has stated that it cannot operate a bus service to the people of the City even with an increase in fares unless the Corporation of the City of Peterborough agrees to pay annually to the Company an amount of money as may be necessary to provide the Company with a reasonable profit in its operation of the bus transportation system.

AND WHEREAS an agreement which is to become effective on the 1st day of January, 1959, has been arranged to the mutual satisfaction of the Corporation and the said Company.

AND WHEREAS the said agreement sets out in detail the obligations, terms and conditions binding upon the Corporation and the said Company, which agreement is attached hereto and set forth as Schedule "A" to this By-law and made a part thereof.

NOW THEREFORE The Corporation of the City of Peterborough by the Council thereof enacts as follows:

1. The Mayor and Clerk of the Corporation of the City of Peterborough be and they are hereby directed and authorized to sign the said agreement which is to become effective on the 1st day of January, 1959, which agreement is hereto annexed and is hereby incorporated and forms part of this By-law, and the said Clerk is hereby directed and authorized to affix the corporate seal of the Corporation to the said agreement.

2. This By-law shall not come into force and take effect until it has been assented to by the Municipal electors qualified to vote on money By-laws for the City of Peterborough as provided by *The Municipal Act*, R.S.O. 1950, Chapter 243, *The Municipal Franchises Act*, R.S.O. 1950, Chapter 249, and has been approved by the Ontario Municipal Board as provided by *The Ontario Municipal Board Act*, R.S.O. 1950, Chapter 262.

READ A FIRST AND SECOND TIME this 3rd day of November, 1958.

J. A. DEWART,  
Mayor.

E. A. OUTRAM,  
Clerk.

19 READ A THIRD TIME and finally passed this 00th day of

Mayor.

Clerk.

*Schedule "A"*

THIS INDENTURE made in duplicate this 00th day of  
A.D. 19 .

BETWEEN:

THE CORPORATION OF THE CITY OF PETERBOROUGH,  
hereinafter called the "Corporation",

OF THE FIRST PART,

—and—

BORDER TRANSIT LIMITED, hereinafter called the  
"Company",

OF THE SECOND PART.

WHEREAS the Company was incorporated under the laws of the Province of Ontario and has been furnishing public transportation to the citizens of the City of Peterborough by the operation of its buses on the streets of Peterborough since the year 1927.

AND WHEREAS the Company has requested the Corporation to grant to the Company an exclusive passenger transportation franchise for bus service within the limits of the City of Peterborough.

AND WHEREAS the Municipal Council of the Corporation is desirous of granting the request of the Company, and this Agreement is entered into for that purpose.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises the parties hereto mutually covenant and agree for themselves, their successors and assigns, as follows:

1. Subject to the agreements, obligations, terms and conditions hereinafter contained the Corporation hereto grants to the Company an exclusive passenger transportation franchise for bus service within the limits of the City of Peterborough for the term of five (5) years from and after the expiration of the term of the existing franchise, namely, December 31st, 1958 to the 31st day of December, 1963.

2. During the term of the franchise hereby granted the Company shall maintain and operate an adequate number of buses for carrying passengers in the City of Peterborough on such routes as are contained in Schedule (A) attached hereto and shall operate said buses daily at such hours and times as are contained in Schedule (A) hereto. The said Schedule may be varied from time to time by agreement of the Parties hereto and the Corporation agrees to confirm said variations by By-law.

3. All buses purchased or obtained by the Company during said term for operation in the City of Peterborough shall be of a reasonably modern design and type.

4. All buses used or operated by the Company during said term shall be kept at all times in a good and sufficient state of repair; shall be kept clean inside and out, and shall be lighted and heated at such hours and for such periods of the year as may be necessary.

5. The Company shall pay to the Corporation during the said term in two equal instalments payable on June 30th and December 31st, in each year thereof, an annual license fee of One Hundred Dollars (\$100.00).

6. This agreement is intended to confer upon the Company the exclusive right to pick up, convey, and discharge persons within the limits of the City of Peterborough, but shall not apply to the operation of motor buses or other vehicles running between any point within the City of Peterborough and cities, towns, villages and/or places outside the limits of the City of Peterborough, so long as such motor buses or other vehicles

do not convey passengers from one point within the limits of the said City to another point therein, and shall not apply at any time to taxi cabs and shall not apply to any operations or activities which the Company may undertake outside the limits of the City of Peterborough.

7. The rate of fares as of January 1st, 1959 for passenger transportation service within the City of Peterborough shall be:

Adult fare—15c cash or 3 tickets for 30c

Children under 53 inches in height—5c cash or 5 tickets for 25c.

Such fares shall be changed, altered or otherwise varied by the Company with the consent of the Council of the Corporation as expressed by by-law.

8. The Corporation will pay to the Company an annual subsidy in an amount equal to:

- (a) In each of the calendar years 1959 and 1960, the sum of \$34,000.00 plus fifty percent of the deficit of the Company as determined before the inclusion of any subsidy payable by the Corporation.
  - (b) In each of the calendar years 1961, 1962 and 1963, the sum of \$45,000.00 plus fifty percent of the deficit of the Company as determined before the inclusion of any subsidy payable by the Corporation.
- 9.(a) If the amount of subsidy payable to the Company pursuant to clause number 8 and paragraph *a* of clause number 10 in any year shall result in a net profit of the Company for such year after payment of Federal and Provincial Corporation taxes of less than \$12,500.00, the Corporation shall pay to the Company forthwith an additional amount sufficient to guarantee the Company a minimum profit of \$12,500.00 for such year after the payment of Federal and Provincial Corporation taxes. In the event of termination of this Agreement at a time other than at the end of a calendar year, the said annual sum of \$12,500.00 shall be apportioned to the date of termination and any deficiency between the said net profit and said amount so apportioned will be paid to the Company.
- (b) And further should the amount of subsidy payable to the Company under clause number 8 and paragraph *a* of clause number 10 in any year result in a net profit after payment of Federal and Provincial Corporation taxes of more than \$17,500.00 the Company shall refund to the Corporation an amount sufficient to reduce the net profit of the Company to \$17,500.00 for such year after payment of Federal and Provincial Corporation taxes. In the event of termination of this agreement at a time other than at the end of a calendar year the said sum of \$17,500.00 shall be apportioned to the date of termination and any excess of said net profit over said amount so apportioned shall be refunded to the Corporation.

10. The foregoing subsidy shall be subject to adjustment as follows:

- (a) The Corporation shall pay to the Company, in addition to the subsidy, the increased cost arising from any increase in Provincial gasoline, license, or other transportation taxation rates not compensated for by a reduction of Federal Gasoline, license or other transportation taxation rates, above the rates prevailing on December 31, 1958. The Company shall pay to the Corporation any decreased cost arising from any reduction in Provincial Gasoline, License or other Transportation taxation rates not offset by an increase in Federal Gasoline, License or other Transportation taxation rates below the rates prevailing on December 31, 1958.



- (b) For the purpose of calculating the deficits referred to in items 8 (a) and 8 (b) depreciation on Company assets shall be taken at \$26,286.00 per year. If the maximum amount of depreciation allowable by the Department of National Revenue for Corporation tax purposes during the term of the contract calculated at rates permitted by the taxing authorities from year to year is less than the aggregate of the annual amounts taken for the purpose of determining Company deficits for this agreement, the Company shall, at termination of this agreement, pay such difference to the Corporation. On the other hand, should the maximum amount of depreciation claimed by the Company and allowed by the Department of National Revenue be higher than the \$26,286.00 each year the Corporation shall refund to the Company the difference.

11. The Corporation will pay the Company by monthly payment on the 15th day of each month, one-twelfth of the appropriate basic amount set out in Clause 8. The balance owing to the Company, if any, for operations of the previous year shall be paid to the Company within 30 days after receipt by the Corporation of an audited Profit and Loss Statement relating to the operations of said period.

The auditor of the Corporation shall have the right at all reasonable times during the currency of this agreement to examine and verify such of the Company's books of account, vouchers and records as may be necessary to determine the profit or loss of the Company and the amount of subsidy payable hereunder or the amount to which the City is entitled to receive by way of refund.

12. The Company may apply in writing to the Council of the Corporation for a further renewal or extension of the franchise granted and extended hereunder or as amended, and such application shall be filed with the Clerk of the Council of the Corporation on or before the 1st day of June, 1962.

13 The Company shall at all times during the said term indemnify and save harmless the Corporation, should the Corporation be held in any way liable for the operation of the Company's buses, and shall protect itself with an insurance policy or policies against accidents or liability to the public and/or passengers, and for property damage, as required by *The Highway Traffic Act* of the Province of Ontario and Regulations made thereunder, and *The Public Vehicle Act*, and the Company shall produce to the Council at a meeting held not later than the 1st day of March in every year every policy or guaranteed contract so made.

14. The Corporation shall during said term keep and maintain the streets upon which the Company bus routes are located in a reasonable state of repair and reasonably free from snow or other obstruction, to enable the Company to operate its buses thereon without damage.

15. The Corporation shall during the said term by By-law provide sufficient bus stops as the Company may require to conduct its business of carrying passengers as may be agreed upon between the parties hereto and shall adequately mark said bus stops.

16. The Corporation shall during said term by By-law regulate traffic in the City of Peterborough to enable the Company to operate its buses efficiently.

17. In the event of the Company desiring to sell or transfer en bloc all its assets and property used in connection with the said bus service during the said term, the Company hereby agrees to give to the Corporation a sole, irrevocable and exclusive first option, for a period of three months after being notified in writing by the Company, to purchase all the assets and property of the said Company used in connection with the said bus service for a price or compensation to be agreed upon between the parties hereto. If the parties hereto are unable to agree upon the price to be paid for the said property and assets, then the purchase price shall be ascertained under the provisions of *The Arbitration Act* of Ontario.

It is understood and agreed between the parties hereto that in determining the compensation to be paid to the said Company, nothing shall be taken into account or allowed for the franchise now being extended and granted by the Corporation, and it is further understood and agreed that the price to be paid for all buses and equipment acquired by the Company for use herein after January 1, 1959, shall be the undepreciated capital cost thereof, and for all assets and property acquired by the Company prior to January 1, 1959 shall be the actual market value calculated as of the date of such termination.

If the Corporation does not exercise the option hereby granted within a period of three months after written notification, then the Company may offer to sell or transfer its property and assets used in connection with the said business to any other person or Corporation and the Company agrees, before said assets and property are sold or transferred as aforesaid to any person or corporation intending to carry on said bus service in the City of Peterborough, that it will communicate the name of the proposed purchaser to the Corporation and undertakes that it will not sell or transfer said assets and property to any such person or corporation who is not acceptable to the Corporation, provided that the Corporation must act reasonably in determining whether or not any person or corporation is or is not acceptable.

18. In the event that the Corporation is obligated to make payments to the Company pursuant to Clause 9 (a) of this Agreement, either party shall have the right to terminate this Agreement upon three months' written notice to the other party. Upon such notice being given, the Corporation shall have the same rights to purchase as are set out in Clause Number 17 hereof.

19. If at any time during or after the said term of the agreement any dispute, difference or question shall arise between the parties hereto, or any of their representatives, touching this agreement, or any part thereof, or the construction, meaning or effect of this agreement or any part thereof, or anything herein contained, or the rights or liabilities of the parties, or their representatives, under this agreement, or otherwise, in relation to the premises, and if said matter cannot be settled by the parties hereto by negotiation, then every such dispute, difference or question shall be referred to a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party to the reference, and the third arbitrator to be a Judge of any County of the Province of Ontario and to be appointed by the Parties hereto in writing before they enter upon the business of the reference. If either party shall refuse or neglect to appoint an arbitrator within thirty days after the other party shall have appointed an arbitrator, and shall have served a written notice upon the first-mentioned party requiring such party to make such appointment, then the arbitrator first appointed shall, at the request of the party appointing him, proceed to hear and determine the matter in difference as if he were a single arbitrator appointed by both parties for the purpose, and the award or determination which shall be made by the said arbitrator, shall be final and binding on the parties hereto, their successors and assigns, and shall not be subject to appeal to any Court or Courts.

20. The Council of the Corporation shall forthwith at its own expense take or cause to be taken all necessary steps to lawfully pass or cause to be passed, a By-law of the Corporation with the assent of the qualified electors, to authorize the Corporation to enter into this agreement, and upon the date when said By-law is finally passed this agreement shall become effective.

21. The Company shall not be liable for damages arising from the cessation or interruption of the bus service herein, caused by fire, flood, act of God, strike, or other circumstance beyond the control of the Company.

22. The Corporation agrees to appoint each year a special Committee for the purpose of assisting the Company in policy matters relating to

routes, rates, and other matters relating to the efficient operation of the Company.

23. This Agreement shall be binding upon the Parties hereto, their successors and assigns.

IN WITNESS WHEREOF the said Parties hereto have hereunto affixed their Corporate seals attested by the hands of their proper signing officers in that behalf.

THE CORPORATION OF THE CITY OF  
PETERBOROUGH:

.....  
.....

BORDER TRANSIT LIMITED:

.....  
.....

[Schedule (A) to the Agreement, Routings and Service, attached.]





An Act respecting  
the City of Peterborough

---

*1st Reading*

February 17th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

---

MR. SCOTT

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting Université d'Ottawa**

---

MR. DUNBAR

---

(PRIVATE BILL)





No. Pr17

1959

# BILL

## An Act respecting Université d'Ottawa

**W**HEREAS Université d'Ottawa, herein called the Preamble University, by its petition has represented that it was incorporated by *An Act to incorporate The College of Bytown*, being chapter 107 of the Provincial Statutes of Canada, 1849, that its powers were extended and amended and its name changed by subsequent enactments, that its present powers and name were granted by *The University of Ottawa Act, 1933*, as amended by *The University of Ottawa Amendment Act, 1941*, and that the purposes of the University would be further promoted if the directors of the University were granted the power to expropriate certain lands and to hold the lands so expropriated; and whereas the petitioner has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Université d'Ottawa, also known as The University of Ottawa, shall have the power to enter upon, take, use and expropriate the interest of the owner or of any other person, other than a municipal corporation, without the consent of such owner or other person, in any and all of the lands and premises described in the Schedule hereto as the University may deem advisable for the use of or for the future use and expansion of the University, making due compensation for any such real property to the owners and occupiers thereof, and all persons having any interest therein, and the provisions of *The Municipal Act* as to taking land compulsorily and making compensation therefor and as to the manner of determining and paying the compensation shall, *mutatis mutandis*, apply to the University and to the exercise by it of the powers conferred by this section, and, where any act is by any of such provisions required to be done by the council of a municipality, the like act shall be done by the council of administration of the University and, where any act is by any such

Power of  
expropria-  
tion

R.S.O. 1950,  
c. 243

provisions required to be done by the clerk of a municipality or at the office of such clerk, the like act shall be done by or at the office of the Treasurer of the University or by or at the office of such officer of the University exercising the office of treasurer, as the case may be.

Commence-  
ment

**2.** This Act comes into force on the day it receives Royal Assent.

Short title

**3.** This Act may be cited as *The University of Ottawa Act, 1959*.

## SCHEDULE

ALL AND SINGULAR those certain parcels or tracts of lands and premises situate, lying and being, in the City of Ottawa in the County of Carleton, in the Province of Ontario and being composed of:

### STEWART STREET

Lot 3, South Stewart Street, Registered Plan No. 6.

### LAURIER AVENUE

Lot "A", South Laurier Avenue, Registered Plan No. 4323. The easterly 50 feet of Lot "C", South Laurier Avenue, Registered Plan No. 25270. Lots 1 and 2, South Laurier Avenue, Registered Plan No. 14141.

### OSGOODE STREET

Lot 1 and the westerly 40 feet of Lot 2, Lots 4 and 5, West half of Lot 6, and Lot 7, North Osgoode Street, Registered Plan No. 15632. Lot 6, South Osgoode Street, Registered Plan No. 33841. Street Lot lying between Lots 6 and 7, South Osgoode Street, Registered Plan No. 33841. Lot 7, South Osgoode Street, Registered Plan No. 15632. The northerly 45 feet of Lots 9 and 10, the southerly 50 feet of Lot 11, and Lots 12, 13, 14, 15, 16, 17 and 18, South Osgoode Street, Registered Plan No. 15632.

### MACDOUGAL STREET

The westerly 30 feet of Lot 1, and the East half of Lot 2, North MacDougal Street, Registered Plan No. 33841. Lots 9 and 11, South MacDougal Street, Registered Plan No. 40654.

### NICHOLAS STREET

The North half of Lot 11, and Lot 13, East Nicholas Street, Registered Plan No. 3922. Lots 20 and 21 and the northerly 95 feet of Lot 22, East Nicholas Street, Registered Plan No. 3350. Part of Lot "E", Concession "D", Rideau Front (Nepean) now in Ottawa and more particularly described as follows:

COMMENCING at a point on the westerly limit of that part of the said Lot described in a Deed of Sale from Mary Ann McGovern to the Artificial Ice Company dated 4th of April, 1913 and registered in the Registry Office as No. 118741, distant 35.7 feet measured southerly and along the said westerly limit from the north-west angle thereof;

Thence South 38 degrees 23 minutes West, and along the north-westerly boundary of the lands at present owned by the Ottawa Artificial Ice Company, 273 feet more or less, to a point distant 200 feet from the waters edge of the Rideau Canal.

Thence in a south-easterly direction on a course parallel with the waters edge of the Rideau Canal and following the south-westerly boundary of the lands of the said Ottawa Artificial Ice Company, 113 feet more or less, to the south-easterly boundary of the lands of the said Ottawa Artificial Ice Company;

Thence easterly and following the south-easterly boundary of the said lands, 253 feet 3 inches more or less, to the southerly boundary of the said lands;

Thence easterly and following the southerly boundary of the lands of the said Ottawa Artificial Ice Company, to the easterly boundary of the said lands;

Thence northerly and following the easterly boundary of the said lands, 100 feet, to the northerly boundary of the said lands;

Thence westerly and following the northerly boundary of the said lands, 100 feet to the westerly boundary thereof;

Thence southerly and following the westerly boundary of the said lands, 35.7 feet to the point of commencement.

#### HASTEY AVENUE

Lot 5 and the North half of Lot 6, West Haste Avenue, Registered Plan No. 25270. Lots 7, 8 and 9, East Haste Avenue, Registered Plan No. 25270.

#### CUMBERLAND STREET

The South half of Lot 6, Lots 7 and 8, and the South half of Lot 9, West Cumberland Street, Registered Plan No. 25270. The easterly 55 feet of Lots 1 and 2, West Cumberland Street, Registered Plan No. 33841. Lots 18, 20 and 21, West Cumberland Street, Registered Plan No. 40654. Lots 1, 2, 3 and 4, East Cumberland Street, Registered Plan No. 14141. Lot 11, South half of Lot 12, Lot 13, North half of Lot 14, South half of Lot 15, the northerly 50 feet of Lot 16, and Lots 17 and 18, East Cumberland Street, Registered Plan No. 15632.

#### COLLEGE AVENUE

Lot 1, the North half of Lot 2, South half of Lot 3, and Lots 4, 5, 6 and 7, West College Avenue, Registered Plan No. 14141. Lots 11 and 12, South half of Lot 13, Lots 14 and 15, North half of Lot 16, and the South half of Lot 17, West College Avenue, Registered Plan No. 15632. Lots 1, 5, 8, 9 and the northerly 15 feet of Lot 10, East College Avenue, Registered Plan No. 14141. The North half of Lot 12, Lots 14, 15, 16, 17, 18, 19 and 20, East College Avenue, Registered Plan No. 25223.

#### KING EDWARD AVENUE

Lots 1, 2, 3 and 4, the North half of Lot 5, the South half of Lot 7, Lots 8, 9, 10, 11 and 12, South half of Lot 13, and Lots 15, 17 and 19, West King Edward Avenue, Registered Plan No. 25223. Lots 1 to 10 inclusive, Lot 11, South half of Lot 12, Lots 13 and 14, South half of Lot 15, and Lots 16, 17, 18 and 19, East King Edward Avenue, Registered Plan No. 25223. Lots 19 to 31, East King Edward Avenue, Registered Plan No. 37219.

#### HENDERSON AVENUE

Lots 1 to 10 inclusive, West Henderson Avenue, Registered Plan No. 15632. Lots 11 to 19 inclusive, West Henderson Avenue, Registered Plan No. 25223. Lots 19 to 31 inclusive, West Henderson Avenue, Registered Plan No. 37219.

#### WALLER STREET

Lot "C", the westerly 30 feet of Lot "D" and Lot "E", West Waller Street, Registered Plan No. 4323.

Save and except thereout and therefrom any interest in any portion of the above mentioned lands which might be vested in the Crown or in any Corporation representing or acting on behalf of the Crown, in the Corporation of the City of Ottawa, in the Ottawa Public School Board, or in the Ottawa Separate School Board and save and except any present church properties.



An Act respecting  
Université d'Ottawa

*1st Reading*

*2nd Reading*

*3rd Reading*

MR. DUNBAR

*(Private Bill)*

No. Pr17

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting Université d'Ottawa

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MR. DUNBAR

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*(Reprinted as amended by the Committee on Private Bills)*

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr17

1959

# BILL

## An Act respecting Université d'Ottawa

**W**HEREAS Université d'Ottawa, herein called the Preamble University, by its petition has represented that it was incorporated by *An Act to incorporate The College of Bytown*, being chapter 107 of the Provincial Statutes of Canada, 1849, that its powers were extended and amended and its name changed by subsequent enactments, that its present powers and name were granted by *The University of Ottawa Act, 1933*, as amended by *The University of Ottawa Amendment Act, 1941*, and that the purposes of the University would be further promoted if the directors of the University were granted the power to expropriate certain lands and to hold the lands so expropriated; and whereas the petitioner has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Université d'Ottawa, also known as The University of Ottawa, shall have the power to enter upon, take, use and expropriate the interest of the owner or of any other person, other than a municipal corporation, without the consent of such owner or other person, in any and all of the lands and premises described in Schedule A hereto as the University may deem advisable for the use of or for the future use and expansion of the University, making due compensation for any such real property to the owners and occupiers thereof, and all persons having any interest therein, and the provisions of *The Municipal Act* as to taking land compulsorily and making compensation therefor and as to the manner of determining and paying the compensation shall, *mutatis mutandis*, apply to the University and to the exercise by it of the powers conferred by this section, and, where any act is by any of such provisions required to be done by the council of a municipality, the like act shall be done by the council of administration of the University and, where any act is by any such

Power of  
expropria-  
tion

R.S.O. 1950,  
c. 243

provisions required to be done by the clerk of a municipality or at the office of such clerk, the like act shall be done by or at the office of the Treasurer of the University or by or at the office of such officer of the University exercising the office of treasurer, as the case may be.

Power of  
expro-  
priation  
limited

**2.** Notwithstanding section 1, the power to expropriate lands under this Act shall apply only for a period of five years from the date this Act comes into force with respect to the lands mentioned in Schedule B hereto.

Water and  
sewer  
service  
rates

**3.** Notwithstanding any special Act, the University of Ottawa shall be liable for water service rates and sewer service rates imposed by the City of Ottawa.

Commence-  
ment

**4.** This Act comes into force on the day it receives Royal Assent.

Short title

**5.** This Act may be cited as *The University of Ottawa Act, 1959*.

## SCHEDULE A

ALL AND SINGULAR those certain parcels or tracts of lands and premises situate, lying and being in the City of Ottawa, in the County of Carleton and Province of Ontario, and being composed of:

### STEWART STREET

Lot 3 and the west half of Lot 4 on the south side of Stewart Street, Registered Plan No. 6.

### WILBROD STREET

Lot 2 on the north side of Wilbrod Street, Registered Plan No. 6.

### LAURIER AVENUE

Lot "A" on the south side of Laurier Avenue, Registered Plan No. 4323. The easterly 50 feet of Lot "C" on the south side of Laurier Avenue, Registered Plan No. 25270. Lots 1 and 2 on the south side of Laurier Avenue, Registered Plan No. 14141.

### OSGOODE STREET

Lot 1 and the westerly 40 feet and the northerly 30 feet of Lot 2 and the whole of Lots 4, 5, 6 and 7 on the north side of Osgoode Street, Registered Plan No. 15632. Lots 6 and 9 on the south side of Osgoode Street, Registered Plan No. 33841. Street Lot lying between Lots 6 and 7 on the south side of Osgoode Street, Registered Plan No. 33841. Lot 7 on the south side of Osgoode Street, Registered Plan No. 15632. The northerly 45 feet of Lots 9 and 10 on the south side of Osgoode Street, Registered Plan No. 15632. The southerly 50 feet of Lot 11, and the whole of Lots 12, 13, 14, 15, 16, 17 and 18 on the south side of Osgoode Street, Registered Plan No. 25223.

### MACDOUGAL STREET

The westerly 30 feet of Lot 1, and the east half of Lot 2 on the north side of MacDougal Street, Registered Plan No. 40654. Lots 9 and 11 on the south side of MacDougal Street, Registered Plan No. 40654.

### NICHOLAS STREET

The north half of Lot 11 and the whole of Lot 13 on the east side of Nicholas Street, Registered Plan No. 3922. Lots 20 and 21 and the northerly 95 feet of Lot 22 on the east side of Nicholas Street, Registered Plan No. 3350. The easterly 50 feet of Lots 3 and 4 on the east side of Nicholas Street, Registered Plan No. 3613. Part of Lot "E", Concession "D", Rideau Front (Nepean) now in Ottawa and more particularly described as follows:

COMMENCING at a point on the westerly limit of that part of the said Lot described in a Deed of Sale from Mary Ann McGovern to the Artificial Ice Company dated 4th of April, 1913 and registered in the Registry Office as No. 118741, distant 35.7 feet measured southerly and along the said westerly limit from the north west angle thereof; thence south 38 degrees 23 minutes west, and along the north westerly boundary of the lands as present owned by the Ottawa Artificial Ice Company, 273 feet more or less, to a point distant 200 feet from the water's edge of the Rideau Canal; thence in a south easterly direction on a course parallel with the water's edge of the Rideau Canal and following the south westerly boundary of the lands of the said Ottawa Artificial Ice Company, 113 feet more or less, to the south easterly boundary of the lands of the said Ottawa Artificial Ice Company; thence easterly and following the south easterly boundary of the said lands, 253 feet 3 inches more or less, to the southerly boundary of the said lands; thence easterly and following the southerly

boundary of the lands of the said Ottawa Artificial Ice Company, to the easterly boundary of the said lands; thence northerly and following the easterly boundary of the said lands, 100 feet to the northerly boundary of the said lands; thence westerly and following the northerly boundary of the said lands, 100 feet to the westerly boundary thereof; thence southerly and following the westerly boundary of the said lands, 35.7 feet to the point of commencement.

#### WALLER STREET

Lot "C", the westerly 30 feet of Lot "D" and the whole of Lot "E" on the west side of Waller Street, Registered Plan No. 4323.

#### HASTEY AVENUE

Lot 5 and the north halves of Lots 6 and 8 on the west side of Haste Avenue, Registered Plan No. 25270. Lots 7, 8 and 9 on the east side of Haste Avenue, Registered Plan No. 25270.

#### CUMBERLAND STREET

The south half of Lot 6 and the whole of Lots 7, 8 and 9 on the west side of Cumberland Street, Registered Plan No. 25270. The easterly 63 feet of Lots 1 and 2 on the west side of Cumberland Street, Registered Plan No. 33841. Lots 15, 16, 18, 20 and 21 on the west side of Cumberland Street, Registered Plan No. 40654. Lot 11 and the south half of Lot 12; Lot 13 and the north half of Lot 14; the south half of Lot 15; the northerly 50 feet of Lot 16 and the whole of Lots 17 and 18 on the east side of Cumberland Street, Registered Plan No. 15632.

#### COLLEGE AVENUE

Lot 1; the north half of Lot 2; the south half of Lot 3 and the whole of Lots 4, 5, 6 and 7 on the west side of College Avenue, Registered Plan No. 14141. Lots 11 and 12; the south half of Lot 13; Lots 14 and 15; the north half of Lot 16, and the south half of Lot 17 on the west side of College Avenue, Registered Plan No. 15632. Lots 1, 5, 8 and 9 and the northerly 15 feet of Lot 10 on the east side of College Avenue, Registered Plan No. 14141. The north halves of Lots 12 and 13 and the whole of Lots 14, 15, 16, 17, 18, 19 and 20 on the east side of College Avenue, Registered Plan No. 25223.

#### KING EDWARD STREET

Lots 1, 2, 3 and 4; the north half of Lot 5; the south half of Lot 6; the south half of Lot 7, and the whole of Lots 8, 9 and 11 on the west side of King Edward Avenue, Registered Plan No. 15632. Lot 12; the south half of Lot 13 and Lots 15, 17 and 19 on the west side of King Edward Avenue, Registered Plan No. 25223.

SAVE AND EXCEPT thereout and therefrom any interest in any portion of the above-mentioned lands which might be vested in the Crown or in any Corporation representing or acting on behalf of the Crown, in the Corporation of the City of Ottawa, in the Ottawa Public School Board, or in the Ottawa Separate School Board, and SAVE AND EXCEPT any present church properties.

## SCHEDULE B

ALL AND SINGULAR those certain parcels or tracts of lands and premises situate, lying and being in the City of Ottawa, in the County of Carleton and Province of Ontario, and being composed of:

1. Lots 7, 8, 9 and 10 on the south side of Osgoode Street, Lots 11, 12, 13, 14, 15, 16, 17 and 18 on the west side of College Avenue, and Lots 11, 12, 13, 14, 15, 16, 17 and 18 on the east side of Cumberland Street, all as shown on Registered Plan No. 15632; also Lots 11, 12, 13 and 14 on the south side of Cumberland Street, Lots 12, 13, 14, 15, 16, 17, 18, 19 and 20 on the west side of King Edward Avenue, and Lots 12, 13, 14, 15, 16, 17, 18, 19 and 20 on the east side of College Avenue, all as shown on Registered Plan No. 25223.

2. Part of Lot "E", Concession "D", Rideau Front (Nepean) now in Ottawa and more particularly described as follows:

COMMENCING at a point on the westerly limit of that part of the said Lot described in a Deed of Sale from Mary Ann McGovern to the Artificial Ice Company dated 4th of April, 1913 and registered in the Registry Office as No. 118741, distant 35.7 feet measured southerly and along the said westerly limit from the north west angle thereof; thence south 38 degrees 23 minutes west, and along the north westerly boundary of the lands as present owned by the Ottawa Artificial Ice Company, 273 feet more or less, to a point distant 200 feet from the water's edge of the Rideau Canal; thence in a south easterly direction on a course parallel with the water's edge of the Rideau Canal and following the south westerly boundary of the lands of the said Ottawa Artificial Ice Company, 113 feet more or less, to the south easterly boundary of the lands of the said Ottawa Artificial Ice Company; thence easterly and following the south easterly boundary of the said lands, 253 feet 3 inches more or less, to the southerly boundary of the said lands; thence easterly and following the southerly boundary of the lands of the said Ottawa Artificial Ice Company, to the easterly boundary of the said lands; thence northerly and following the easterly boundary of the said lands, 100 feet to the northerly boundary of the said lands; thence westerly and following the northerly boundary of the said lands, 100 feet to the westerly boundary thereof; thence southerly and following the westerly boundary of the said lands, 35.7 feet to the point of commencement.

*1st Reading*

February 12th, 1959

*2nd Reading*

*3rd Reading*

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MR. DUNBAR

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*(Reprinted as amended by the Committee  
on Private Bills)*

No. Pr17

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting Université d'Ottawa**

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MR. DUNBAR

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
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No. Pr17

1959

# BILL

## An Act respecting Université d'Ottawa

**W**HEREAS Université d'Ottawa, herein called the <sup>Preamble</sup> University, by its petition has represented that it was incorporated by *An Act to incorporate The College of Bytown*, being chapter 107 of the Provincial Statutes of Canada, 1849, that its powers were extended and amended and its name changed by subsequent enactments, that its present powers and name were granted by *The University of Ottawa Act, 1933*, as amended by *The University of Ottawa Amendment Act, 1941*, and that the purposes of the University would be further promoted if the directors of the University were granted the power to expropriate certain lands and to hold the lands so expropriated; and whereas the petitioner has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

1933, c. 106  
1941, c. 83

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Université d'Ottawa, also known as The University of <sup>Power of expropriation</sup> Ottawa, shall have the power to enter upon, take, use and expropriate the interest of the owner or of any other person, other than a municipal corporation, without the consent of such owner or other person, in any and all of the lands and premises described in Schedule A hereto as the University may deem advisable for the use of or for the future use and expansion of the University, making due compensation for any such real property to the owners and occupiers thereof, and all persons having any interest therein, and the provisions of *The Municipal Act* as to taking land compulsorily and making compensation therefor and as to the manner of determining and paying the compensation shall, *mutatis mutandis*, apply to the University and to the exercise by it of the powers conferred by this section, and, where any act is by any of such provisions required to be done by the council of a municipality, the like act shall be done by the council of administration of the University and, where any act is by any such

R.S.O. 1950,  
c. 243

provisions required to be done by the clerk of a municipality or at the office of such clerk, the like act shall be done by or at the office of the Treasurer of the University or by or at the office of such officer of the University exercising the office of treasurer, as the case may be.

Power of  
expro-  
priation  
limited

**2.** Notwithstanding section 1, the power to expropriate lands under this Act shall apply only for a period of five years from the date this Act comes into force with respect to the lands mentioned in Schedule B hereto.

Water and  
sewer  
service  
rates

**3.** Notwithstanding any special Act, the University of Ottawa shall be liable for water service rates and sewer service rates imposed by the City of Ottawa.

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Short title

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Lot "A" on the south side of Laurier Avenue, Registered Plan No. 4323. The easterly 50 feet of Lot "C" on the south side of Laurier Avenue, Registered Plan No. 25270. Lots 1 and 2 on the south side of Laurier Avenue, Registered Plan No. 14141.

### OSGOODE STREET

Lot 1 and the westerly 40 feet and the northerly 30 feet of Lot 2 and the whole of Lots 4, 5, 6 and 7 on the north side of Osgoode Street, Registered Plan No. 15632. Lots 6 and 9 on the south side of Osgoode Street, Registered Plan No. 33841. Street Lot lying between Lots 6 and 7 on the south side of Osgoode Street, Registered Plan No. 33841. Lot 7 on the south side of Osgoode Street, Registered Plan No. 15632. The northerly 45 feet of Lots 9 and 10 on the south side of Osgoode Street, Registered Plan No. 15632. The southerly 50 feet of Lot 11, and the whole of Lots 12, 13, 14, 15, 16, 17 and 18 on the south side of Osgoode Street, Registered Plan No. 25223.

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The westerly 30 feet of Lot 1, and the east half of Lot 2 on the north side of MacDougal Street, Registered Plan No. 40654. Lots 9 and 11 on the south side of MacDougal Street, Registered Plan No. 40654.

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The north half of Lot 11 and the whole of Lot 13 on the east side of Nicholas Street, Registered Plan No. 3922. Lots 20 and 21 and the northerly 95 feet of Lot 22 on the east side of Nicholas Street, Registered Plan No. 3350. The easterly 50 feet of Lots 3 and 4 on the east side of Nicholas Street, Registered Plan No. 3613. Part of Lot "E", Concession "D", Rideau Front (Nepean) now in Ottawa and more particularly described as follows:

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Lot 1; the north half of Lot 2; the south half of Lot 3 and the whole of Lots 4, 5, 6 and 7 on the west side of College Avenue, Registered Plan No. 14141. Lots 11 and 12; the south half of Lot 13; Lots 14 and 15; the north half of Lot 16, and the south half of Lot 17 on the west side of College Avenue, Registered Plan No. 15632. Lots 1, 5, 8 and 9 and the northerly 15 feet of Lot 10 on the east side of College Avenue, Registered Plan No. 14141. The north halves of Lots 12 and 13 and the whole of Lots 14, 15, 16, 17, 18, 19 and 20 on the east side of College Avenue, Registered Plan No. 25223.

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Lots 1, 2, 3 and 4; the north half of Lot 5; the south half of Lot 6; the south half of Lot 7, and the whole of Lots 8, 9 and 11 on the west side of King Edward Avenue, Registered Plan No. 15632. Lot 12; the south half of Lot 13 and Lots 15, 17 and 19 on the west side of King Edward Avenue, Registered Plan No. 25223.

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1. Lots 7, 8, 9 and 10 on the south side of Osgoode Street, Lots 11, 12, 13, 14, 15, 16, 17 and 18 on the west side of College Avenue, and Lots 11, 12, 13, 14, 15, 16, 17 and 18 on the east side of Cumberland Street, all as shown on Registered Plan No. 15632; also Lots 11, 12, 13 and 14 on the south side of Osgoode Street, Lots 12, 13, 14, 15, 16, 17, 18, 19 and 20 on the west side of King Edward Avenue, and Lots 12, 13, 14, 15, 16, 17, 18, 19 and 20 on the east side of College Avenue, all as shown on Registered Plan No. 25223.

2. Part of Lot "E", Concession "D", Rideau Front (Nepean) now in Ottawa and more particularly described as follows:

COMMENCING at a point on the westerly limit of that part of the said Lot described in a Deed of Sale from Mary Ann McGovern to the Artificial Ice Company dated 4th of April, 1913 and registered in the Registry Office as No. 118741, distant 35.7 feet measured southerly and along the said westerly limit from the north west angle thereof; thence south 38 degrees 23 minutes west, and along the north westerly boundary of the lands as present owned by the Ottawa Artificial Ice Company, 273 feet more or less, to a point distant 200 feet from the water's edge of the Rideau Canal; thence in a south easterly direction on a course parallel with the water's edge of the Rideau Canal and following the south westerly boundary of the lands of the said Ottawa Artificial Ice Company, 113 feet more or less, to the south easterly boundary of the lands of the said Ottawa Artificial Ice Company; thence easterly and following the south easterly boundary of the said lands, 253 feet 3 inches more or less, to the southerly boundary of the said lands; thence easterly and following the southerly boundary of the lands of the said Ottawa Artificial Ice Company, to the easterly boundary of the said lands; thence northerly and following the easterly boundary of the said lands, 100 feet to the northerly boundary of the said lands; thence westerly and following the northerly boundary of the said lands, 100 feet to the westerly boundary thereof; thence southerly and following the westerly boundary of the said lands, 35.7 feet to the point of commencement.

*1st Reading*

February 12th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

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MR. DUNBAR

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No. Pr18

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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**BILL**  
**An Act respecting the City of London**

---

MR. JACKSON

---

(PRIVATE BILL)





No. Pr18

1959

# BILL

## An Act respecting the City of London

**W**HEREAS The Corporation of the City of London, Preamble  
 herein called the Corporation, by its petition has prayed  
 for special legislation in respect of the matters hereinafter set  
 forth; and whereas it is expedient to grant the prayer of the  
 petition;

Therefore, Her Majesty, by and with the advice and consent  
 of the Legislative Assembly of the Province of Ontario, enacts  
 as follows:

**1.** The Corporation is authorized and empowered to pay Compas-  
sionate  
allowance  
authorized  
 from year to year, in the discretion of the council thereof,  
 such sums as to the council may appear proper, not exceeding  
 \$1,307 per year, as a compassionate allowance to John Hunter  
 Christie, who was injured in the service of the Corporation.

**2.** The Corporation is authorized and empowered to pass Regulation  
of traffic  
over lane  
 by-laws regulating and governing pedestrian and vehicular  
 traffic over a lane, that is vested in the Corporation, extend-  
 ing easterly from the easterly limit of Marshall Street, in the  
 City of London, to Lyle Street, and for prohibiting the parking  
 of motor vehicles on all or any part thereof, and for prohibiting  
 traffic thereon in any but one direction.

**3.** Those parts of Lot No. 35 on the west side of St. George Sale of  
park land  
authorized  
 Street and of Lot No. 35 on the east side of Great Talbot  
 Street, in the City of London, conveyed to the Corporation  
 by deed registered as No. 27127 for the West Division for park  
 purposes and that are not useful for such purposes, are  
 vested in the Corporation, freed and discharged from the  
 conditions set forth in the deed, and the Corporation is  
 authorized and empowered to sell the same and convey good  
 title thereto.

**4.—(1)** That portion of Great Talbot Street, lying north Lands  
vested in  
Corporation  
as a public  
highway  
 of Oxford Street and south of St. James Street and west of a  
 line drawn parallel to the east limit of Great Talbot Street  
 and distant 99 feet westerly therefrom, conveyed by the

Corporation to Alexander Harvey on the 14th day of December, 1892, subject to conditions that have not been fulfilled, are vested in the Corporation as a public highway.

Closing up  
of street

(2) The Corporation is authorized and empowered to pass by-laws from time to time to stop up and close portions of Great Talbot Street lying north of Oxford Street and south of St. James Street and west of a line drawn parallel to the east limit of such street and 117 feet westerly therefrom and to convey those portions of such street so stopped up and closed to the persons owning the lands adjoining on the west, with such reservations as to easements for services, including sewers, water mains, water pipes, electric wires and telephone wires whether carried in underground conduits or otherwise, as to the council of the Corporation may appear proper.

Application  
of  
R.S.O. 1950,  
c. 243

(3) It shall not be necessary in exercising the powers granted by subsection 2 to observe or perform any of the conditions or provisions of *The Municipal Act* applicable to street closing.

Nursing  
homes,  
regulation of

5.—(1) The Corporation is authorized and empowered to pass by-laws regulating, licensing and governing nursing homes and imposing penalties for the infraction thereof.

Interpre-  
tation

(2) For the purpose of subsection 1, "nursing homes" includes those places other than public hospitals or private hospitals wherein persons are lodged for hire and, in addition to such lodging, are given some nursing care.

Vote on  
London  
Memorial  
Coliseum

6. The Corporation is hereby authorized and empowered, during such time in the years 1959 or 1960 as may appear expedient, to take a special vote of the ratepayers thereof on the question of whether such ratepayers favour the construction of a Convention Hall and Arena to be known as "London Memorial Coliseum".

1896, c. 82,  
s. 18, subs. 1,  
repealed

7.—(1) Subsection 1 of section 18 of *An Act respecting the City of London*, being chapter 82 of the Statutes of Ontario, 1896, is repealed.

1926, c. 88,  
s. 7,  
repealed

(2) Section 7 of *The City of London Act, 1926* is repealed.

Transfer  
of funds

(3) The funds collected under the provisions repealed by subsections 1 and 2 may be transferred to the general funds of the Corporation.

Agreement  
ratified

8.—(1) The agreement between the Corporation, Covent Garden Building Incorporated and others, bearing date the 19th day of June, 1958, set forth as Schedule A hereto, is

ratified and confirmed, and the parties thereto are authorized and empowered to carry out the terms thereof.

(2) The Corporation is empowered and is declared to have been empowered to issue debentures without the vote of the ratepayers thereof for the purposes set forth in the agreement. Debentures authorized

(3) The building referred to in the agreement and the use thereof shall, for all purposes, be deemed to be and to be the operation of a public market. Building referred to in agreement

**9.** Subsection 1 of section 3 of *The City of London Act, 1954* 1954, c. 115, s. 3, subs. 1, amended is amended by inserting after "maintain" in the second line "curling rinks and", so that the subsection shall read as follows:

- (1) The Corporation is empowered to construct, operate and maintain curling rinks and outdoor skating rinks of natural or artificial ice with necessary buildings and equipment and to pass by-laws regulating the operation and use thereof, and for charging fees for such use. Curling and skating rinks

**10.** The Corporation is authorized and empowered to invest in and hold stock in limited dividend companies and to enter into agreements and arrangements with persons or corporations to provide for elderly persons' housing and to carry out the same. Investment powers and agreements re elderly persons' housing

**11.—(1)** Notwithstanding any other Act, the Corporation is empowered and is declared to have been empowered to proceed with and construct the Chelsea Heights storm and sanitary sewers and private drain connections. Chelsea Heights sewers

(2) Notwithstanding any other Act for such purposes, the Corporation is authorized and empowered and is declared to have been authorized and empowered to pass one or more by-laws for the construction thereof and for levying and for the issue of debentures in the principal amount not exceeding \$125,000 to defray the cost thereof and for levying charges under *The Local Improvement Act* for such works, other than the main storm sewer, and such by-laws when passed are declared to be legal, valid and binding upon the Corporation and the ratepayers thereof. Construction by-laws, etc. R.S.O. 1950, c. 215

(3) Sections 61, 62, 63 and 64 of *The Ontario Municipal Board Act* shall apply in respect of such by-law or by-laws and the debentures to be issued thereunder. Application of R.S.O. 1950, c. 262

Water works  
Agreement  
authorized

**12.**—(1) The Corporation, The Public Utilities Commission thereof and the Ontario Water Resources Commission are authorized and empowered to enter into the preliminary agreement, set forth as Schedule B hereto, and the project agreement referred to and included therein, subject to the approval of the Ontario Municipal Board being obtained as recited therein.

Idem

(2) Upon the execution of the said agreements by the Corporation, The Public Utilities Commission thereof and the Ontario Water Resources Commission and the approval of the Ontario Municipal Board being obtained as recited therein, the same shall be legal, valid and binding upon the parties thereto, the ratepayers of the Corporation and the persons or corporations referred to therein, and the parties thereto are authorized and empowered to carry out the terms thereof.

Lands of  
Corporation  
appropriated  
for parking

**13.**—(1) Any lands owned or leased by the Corporation, when not required for other purposes, may be appropriated by by-law for the parking of motor vehicles until otherwise required and, in respect thereof, the Corporation is empowered to pass by-laws regulating, supervising and governing parking.

Land  
deemed  
highway  
re parking  
meters on  
R.S.O. 1950,  
c. 243

(2) Land, when so appropriated, shall be deemed to be a highway for the purposes of paragraph 7 of section 486 of *The Municipal Act* and the said paragraph shall apply to such land.

Compilation  
of resident  
voters' list  
1958, c. 66

**14.**—(1) The Corporation may by by-law, in lieu of proceeding as directed by *The Municipal Franchise Extension Act, 1958*, provide for the compilation of the resident voters' list by the assessors of the Corporation during the taking of the assessment in the year for which the list is to be compiled.

Duties of  
assessors

(2) The assessors shall carry out the duties of the enumerators provided for by *The Municipal Franchise Extension Act, 1958*, except as to the time of enumeration, and, when the list is so compiled, it shall be deemed to be a list prepared by enumerators under such Act.

Commence-  
ment

**15.** This Act comes into force on the day it receives Royal Assent.

Short title

**16.** This Act may be cited as *The City of London Act, 1959*.

## SCHEDULE A

THIS INDENTURE made in six parts this 19th day of June, in the year of our Lord one thousand nine hundred and fifty-eight.

BETWEEN:

COVENT GARDEN BUILDING INCORPORATED,  
a Corporation existing under the laws of the Province  
of Ontario (hereinafter called the Corporation),

OF THE FIRST PART,

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the City),

OF THE SECOND PART,

THE CANADA TRUST COMPANY, as Trustees recited  
(hereinafter called the Trustees),

OF THE THIRD PART,

THE LONDON LIFE INSURANCE COMPANY  
(hereinafter called London Life),

OF THE FOURTH PART,

THE CANADA LIFE ASSURANCE COMPANY  
(hereinafter called Canada Life),

OF THE FIFTH PART,

—and—

SIMPSONS, LIMITED (hereinafter called Simpsons),

OF THE SIXTH PART.

WHEREAS the Corporation has caused to be constructed a building known as the Covent Garden Market and Parking Building on lands owned by the City, which building was constructed pursuant to an agreement entered into between the said parties under date the 18th day of January, 1955, and pursuant to which agreement a lease was duly entered into between the said parties under date the 15th day of February, 1956;

AND WHEREAS the Corporation for the purpose of the said construction has borrowed certain monies upon the security of first mortgage bonds now held by the London Life and the Canada Life, which bonds were issued pursuant to Indenture of Mortgage in favour of the Trustee, dated the 1st day of December, 1956;

AND WHEREAS Simpsons had entered into a deficiency agreement whereby certain obligations were assumed in respect of the said bonds;

AND WHEREAS the obligations of Simpsons under the said deficiency agreement are secured by certain Indenture of Mortgage in favour of the Trustee under date the 1st day of December, 1956;

AND WHEREAS the Corporation represents that because of the demand for the parking facilities offered by the said building it would be advantageous if two additional floors were constructed upon the said building for the said purposes, but that the Corporation is unable to finance the said construction;

AND WHEREAS the said building, pursuant to the terms of the said agreement and the said lease, reverts to the possession of the City at the end of thirty years from the date of the said lease, or such sooner period of time as the costs of construction as referred to therein have been paid;

AND WHEREAS it has been agreed between the parties that the City should undertake the construction of the said two additional floors upon the terms and conditions hereinafter set forth;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises the parties hereto mutually covenant and agree each with the other as follows:

1. The City will forthwith call for tenders for the construction of two additional floors upon the said building in the manner shown in the Plans and Specifications now prepared by the Consulting Engineers of the Corporation, namely, S. G. Chipman & Company Limited and upon the condition that the contract for such construction will provide a guarantee that the said construction will be complete and ready for occupancy on or before the 1st day of December, 1958, and that the general conditions of the contract shall be approved by the City and shall contain a provision for a performance bond and indemnity insurance to protect the City and the Corporation from all liability.

2. The tenders shall be filed with the City Clerk and shall not be opened, except in the presence of the Clerk and a representative or representatives of the City and the Corporation. Upon the opening of the said tenders the Corporation and the City shall agree in writing on the tender to be accepted, provided a tender is received from a contractor acceptable to the Corporation and the City and that the tender price be not more than \$400,000. If the lowest acceptable tender price exceeds the sum of \$400,000 by more than 5% no contract shall be awarded and this agreement shall be of no further force or effect. If the contractor is acceptable and the tender price is within the said limits, but exceeds the sum of \$400,000, the Corporation shall forthwith pay to the City, before the letting of any contract, the sum by which the tender price so exceeds the said sum and thereupon the City shall let the contract for the said construction subject to the terms and conditions set out in the instructions to tenderers and in accordance with the Plans and Specifications and General Conditions. Any amount by which the accepted tender may be below the sum of \$400,000 shall be applied first in payment of the City's expenses in connection with the construction, including costs of financing, other disbursements and solicitor's fees and disbursements and, if any amount remains, the same will be paid in satisfaction or on account of the Consulting Engineer's fees but otherwise the Consulting Engineer's fees shall be paid by the Corporation.

3. If the Contract for construction is entered into, it shall be under the supervision of the Consulting Engineers of the Corporation, Messrs. S. G. Chipman & Company Limited, or such architects or other engineers as may be agreed upon by the Corporation and the City. The Corporation will supply at no cost to the City other supervision required but there shall be no change in the Plans and Specifications or no extras authorized without the consent in writing of the City.

4. The City will pay for the cost of construction as the said construction proceeds and upon completion the said addition shall be turned over to the Corporation to operate as part of the parking facilities of the said building.

5. The revenue from the said addition shall be received by the Corporation and shall be subject to all the terms and conditions and provisions of the said agreement bearing date the 18th day of January, 1955 and the lease bearing date the 15th day of February, 1956, which shall be applicable to the said addition and the operation thereof as if the addition had been originally included and referred to therein. Pursuant to the provisions of *The Municipal Act*, upon the authority of which the City enters into the said construction, it is agreed that a fee will at all times be charged for the parking of motor vehicles in the said building.

6. Neither the Corporation nor the City shall in any way be liable for any loss of revenue, interference or inconvenience caused by or incidental to the said construction and there shall be no extension of the term of the said lease.

IN WITNESS WHEREOF the parties hereto of the First, Third, Fourth, Fifth and Sixth Parts have hereunto caused to be affixed their corporate seals attested by the hands of their proper signing officers authorized in that behalf and the party of the Second Part has hereunto caused to be affixed its corporate seal attested by the hands of its Mayor and Clerk.

SIGNED, SEALED AND  
DELIVERED

In the presence of

F. E. YAKE.

COVENT GARDEN BUILDING INCORPORATED:

(Seal) JOSEPH JEFFERY,  
W. E. MARA.

THE CORPORATION OF THE CITY OF LONDON:

J. ALLAN JOHNSTON,  
*Mayor.*

(Seal) R. H. COOPER,  
*Clerk.*

THE CANADA TRUST COMPANY:

H. S. ROBINSON,  
*Assistant Manager.*

(Seal) FRANK CADICK,  
*Accountant.*

THE LONDON LIFE INSURANCE COMPANY:

ALEXANDER JEFFERY,  
*First Vice-President.*

(Seal) W. F. PARSONS,  
*Acting Secretary.*

THE CANADA LIFE ASSURANCE COMPANY:

JOHN MCCARTHY,  
*Vice-President.*

(Seal) A. F. LINDSAY,  
*Assistant Treasurer.*

SIMPSONS LIMITED:

E. G. SINTON,  
*President.*

(Seal) T. D. CUNNINGHAM,  
*Secretary.*

## SCHEDULE B

AGREEMENT for the preliminary work in a water works project,  
made this                      day of                      in the year of our Lord  
one thousand nine hundred and fifty-nine.

BETWEEN:

ONTARIO WATER RESOURCES COMMISSION  
(hereinafter called the Commission),

OF THE FIRST PART,

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the City),

OF THE SECOND PART,

—and—

THE PUBLIC UTILITIES COMMISSION OF THE  
CITY OF LONDON (hereinafter called the P.U.C.),

OF THE THIRD PART.

WHEREAS the Ontario Municipal Board has given approval to the City and the P.U.C. entering into this agreement with the Commission for the provision by the Commission of water supply facilities, including intake, filtration plant, pumping stations, pipeline and reservoir (hereinafter called the project) for the City and has authorized the City to expend certain moneys therefor;

AND WHEREAS this agreement is to provide for the performance of certain preliminary engineering and survey work and other incidental work and for the payment of the costs thereof in the event that the project should not be undertaken;

AND WHEREAS the estimated cost of the project is \$10,500,000.00;

AND WHEREAS this agreement is to provide for the execution of the project agreement if the City shall elect as hereinafter provided to proceed with the project;

AND WHEREAS the Lieutenant-Governor in Council has approved the Commission entering into this agreement;

WITNESSETH:

1. That the Commission shall retain and employ a consulting engineer or engineers, approved in writing by the City and the P.U.C., for the preparation of working plans and specifications for the project described in Schedule A attached hereto. Upon the course of the pipeline being determined the Commission shall employ surveyors to run the centre line of the required easement for the pipeline and to survey and stake the locations for the filter plant, pumping stations and other required lands.

2. That, upon completion of the working plans and specifications, the same shall be submitted for approval to the City and the P.U.C. for consideration before any tenders are called. The City and the P.U.C.



shall, before tenders are called, have one month within which to suggest any changes they may desire in such plans and specifications, but if no agreement be reached thereon the decision of the Ontario Water Resources Commission shall be final as to whether or not such suggested changes or any of them shall be incorporated in the working plans and specifications.

3. Upon the plans and specifications being so finalized tenders shall be called for thereon by the Commission forthwith when agreed upon by the P.U.C. and the O.W.R.C. and if not so agreed upon prior to the expiration of eighteen months after the plans and specifications are so finalized no tenders shall be called for thereafter and the project shall not be proceeded with unless the parties re-negotiate the agreement.

4. That the Clerk of the City and the General Manager of the P.U.C. shall receive notice of the time and place of the opening of the tenders for the construction of the project and the said Clerk of the City and the General Manager of the P.U.C. shall be entitled to be present at the opening of such tenders. The Commission shall promptly supply to the City and to the P.U.C. all particulars of the Consulting Engineers' tabulations with respect to the tenders for the information and guidance of the City and the P.U.C. and shall notify the City and the P.U.C. of the tender or tenders which it is prepared to accept.

5. That within forty-five days of the receipt of the Engineers' tabulations and the notice of the tender or tenders which the Commission is prepared to accept, whichever shall last be received, the City shall elect whether it will execute the project agreement with the Commission, which project agreement shall be substantially in the form attached as Schedule B hereto. Such election shall be made by registered letter, mailed postage prepaid by the Clerk of the City and addressed to the Commission at the Parliament Buildings, Queen's Park, Toronto, stating that the City is prepared to execute the project agreement as aforesaid. The Ontario Municipal Board has given its approval to the City entering into the project agreement provided that the total tenders and estimated miscellaneous costs of the project shall not exceed \$10,500,000.00 plus 10% thereof. If the total tenders and estimated miscellaneous costs of the project shall exceed the said sum plus 10% the City may not enter into the project agreement without the approval of the Ontario Municipal Board. In the event that the City does not elect to execute the said project agreement, or in the event that the Ontario Municipal Board declines to approve of the excess of expenditures over that already approved, the City shall repay to or reimburse the Commission for all engineering services and other incidental costs incurred by the Commission under the provisions of paragraph 1 hereof up to the time of the formal receipt of the tenders in connection with the project described in Schedule A attached hereto and incurred after this date but excluding however any costs incurred by or any salary or remuneration paid to any member of the Commission or to any member of the staff of the same. The City shall also pay the P.U.C. for any engineering fees paid to other than its own staff, incurred after the 1st day of July, 1958, to this date, in connection with the proposed pipeline project. The money for such payments shall be raised by debentures issued by the City as for a capital expenditure for water works purposes and the amount to be raised annually therefor shall be collected by the P.U.C. from water rates and paid to the City to retire the said debentures as they shall fall due, together with interest thereon.

6. The P.U.C. assents to this agreement within the meaning of section 39, ss. 7 of *The Ontario Water Resources Commission Act, 1957*.

7. This agreement sets forth the only obligations incurred by any of the parties hereto to this date.

8. This agreement shall come into force and take effect upon receiving the authority and confirmation of an Act of the Ontario Legislature empowering the parties to carry out and perform the same.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their respective corporate seals, attested by the hands of their respective proper officers.

SIGNED, SEALED AND  
DELIVERED

In the presence of

THE ONTARIO WATER RESOURCES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*

THE CORPORATION OF THE CITY OF LONDON by:

.....  
*Mayor.*

.....  
*City Clerk.*

THE LONDON PUBLIC UTILITIES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*

*Schedule "B" to Agreement between the Parties hereto Dated*

WATER WORKS PROJECT NO.

THIS INDENTURE made in triplicate this                      day of  
one thousand nine hundred and

BETWEEN:

ONTARIO WATER RESOURCES COMMISSION  
(hereinafter called "the Commission"),

OF THE FIRST PART,

—and—

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the "City"),

OF THE SECOND PART,

—and—

THE PUBLIC UTILITIES COMMISSION OF THE  
CITY OF LONDON (hereinafter called the "P.U.C."),

OF THE THIRD PART.

WHEREAS the City has requested the Commission to provide certain water supply facilities as hereinafter provided;

AND WHEREAS the Commission has agreed so to do;

AND WHEREAS the Council of the City has on the                      day of  
19                      passed By-law No.                      authorizing  
the execution of this agreement by the City.

THIS INDENTURE WITNESSETH that in consideration of the premises and the covenants, conditions and payments hereinafter set forth, the parties hereto have agreed as follows:

*Section A—Construction (Structures and Assets)*

1. The Commission shall construct, acquire or provide, at its own expense, a water works project, summarized in Schedule "A" attached hereto and in accordance with the plans and specifications identified by execution by the parties under date the                      day of  
19                      (and hereinafter called the "project").

2. All property acquired or provided by the Commission for the purpose of this agreement shall be and remain the property of the Commission until ownership thereof is transferred by the Commission as hereinafter provided.

*Section B—Maintenance and Operation*

3. Until the title thereto is transferred as hereinafter provided, the Commission shall provide for the management and control, operation and maintenance of the said project. The Commission shall have the right to shut off or reduce the amount of the water supplied but only in case of emergency or breakdown or when it may be necessary in maintaining or extending the system, but the Commission shall wherever possible give the P.U.C. reasonable notice of intention to shut off or reduce the supply of water.

4. The P.U.C. or the City, whichever be empowered, shall, if and as required by the Commission, pass by-laws for the regulation and control of the use of water and the conservation of water supplied hereunder.

5. (a) The Commission undertakes to supply daily to the City water through the said project to an amount of not less than 90% of the project's rated capacity as it may exist from time to time. The P.U.C. shall be entitled to use and distribute the said water throughout the City and within the area shown in red on the plan hereto annexed. The Commission agrees that it will not permit the establishment or use of a system for the distribution of water to the public within the said area other than a system whose sole source of supply is the P.U.C. or the City.
- (b) When the project comes into operation the Public Utilities Commission will supply water to the area shown in red on the annexed map, which lies outside the City, as it may exist from time to time upon the following terms and conditions:
  - (i) extensions of mains will be made only where in the opinion of the Public Utilities Commission they are practical and economically justified, or as may be agreed upon by the Public Utilities Commission and the Township concerned;
  - (ii) subdividers of land and promoters of land sale or building schemes will be responsible for the cost of mains within subdivisions, their installation and connections thereto and may be required to pay the cost of bringing the water main to the subdivision;
  - (iii) extensions will not be granted where water supplies or pressures are not or will not be adequate;
  - (iv) nothing in this subsection shall affect existing agreements during their currency;
  - (v) no extension of mains shall be unreasonably withheld.
- (c) When the project comes into operation the rates for water to be supplied outside the corporate limits but within the area outlined in red on the map attached will be those fixed by present agreements during the term thereof unless the parties thereto, other than the P.U.C. and the City, consent to the cancellation of the same. Upon such consent being delivered in writing to the P.U.C., the same shall be cancelled. Upon the cancellation or determination of the agreements or where no agreement exists, the rates shall be fixed as follows:
  - (i) the rates charged for well water shall not exceed the ratio in effect at the present time and water from the project shall be sold to the consumers in the area at the same price;
  - (ii) the charge for hydrants shall be as determined by the P.U.C. from time to time;

the application of the foregoing charges shall be based on estimates at the beginning of each year with the necessary adjustments to be made at the end of each year.

6. The City, the P.U.C. and any persons or corporations supplied thereby shall not permit any connection to the City's distribution system directly or indirectly from unapproved sources of supply nor shall the City, the P.U.C. or any of the said persons or corporations permit contamination to gain entrance to the City's water mains. In the event that either of these contingencies should occur, then the City and the P.U.C. shall immediately take such steps as may be necessary to terminate such connection or contamination. Provided that nothing herein shall prevent the P.U.C. from using in its distribution system water from any underground sources if such water complies with the requirements of the O.W.R.C.

*Section C—Charges*

7. The City agrees in accordance with Section 40 of *The Ontario Water Resources Commission Act, 1957*, to pay to the Commission the following sums:

- (a) In each calendar year during the currency of this agreement commencing with the calendar year in which occurs the date of completion of the said project:
    - (i) The proportion payable by the City, as adjusted by the Commission, of the total amount of interest and expenses of debt service payable by the Commission in each such year in respect of all borrowings of the Commission from time to time outstanding and heretofore or hereafter made by the Commission for the purpose of meeting the cost or estimated cost of all water works projects and sewage works projects at any time heretofore or hereafter acquired, provided or constructed or in the course of acquisition, provision or construction by the Commission pursuant to any agreement or agreements, or for any other purposes of the Commission respecting such projects including the refunding or repayment in whole or in part of any such borrowings;
    - (ii) The total cost to the Commission in each such year of the operation, supervision, maintenance, repair, administration and insurance of the said project; and
    - (iii) The total amount in each such year placed by the Commission to the credit of a reserve account for renewals, replacements and contingencies in respect of the said project, but not exceeding  $1\frac{1}{2}\%$  in any one year of the cost of the said project.
  - (b) In each calendar year for 30 years, commencing in the sixth year after the calendar year in which occurs the date of completion of said project, such sum as would be necessary with interest compounded annually thereon at the rate per annum specified in paragraph 2 of subsection 1 of Section 40 of *The Ontario Water Resources Commission Act, 1957*, to form at the expiry of 30 years a fund equal to the cost of said project. The P.U.C. may pay to the City for payment to the Commission during the first five years any additional amount not exceeding in any year 2% of the cost.
  - (c) The Commission shall not call on the City to pay any share of the debt due the Commission by any other Municipality.
8. (a) The City shall pay the Commission quarterly and not later than the 15th days of March, June, September and December in each year the sums due by the Municipality, in accordance with Section 42 of *The Ontario Water Resources Commission Act, 1957*.
- (b) In each calendar year, the Commission shall deliver to the City and the P.U.C. a statement showing how the charges, adjustments and allocations are made up.
  - (c) The Commission will reimburse the P.U.C. and add as part of the cost of the water project such engineering fees as may have been incurred therefor by the P.U.C. and paid to others since the 1st day of July, 1958.
  - (d) The P.U.C. shall raise by water rates in addition to all the other sums it shall require to raise for its purposes (in addition to all others which the P.U.C. may be obliged to pay to the City or to others) a sum to be paid to the City quarterly and equivalent to the amount required to be paid by the City hereunder

to the Commission. These payments shall be made by the P.U.C. to the City as and when the City is required to make the said payments to the Commission under this Agreement.

- (e) The covenant by the P.U.C. as contained in paragraph 8 (d) hereof is made on the express condition that after the payment to the City of the said quarterly payments and of any sums required to be paid to the City for the redemption of debentures issued by the City for water works and for the payment of all interest due or accruing due thereon the P.U.C. shall not be required to pay to the City any part of its surplus presently accumulated or which shall accumulate from time to time during the term of this agreement up to the date of the termination of this agreement, notwithstanding anything contained in any Act of the Ontario Legislature to the contrary and the P.U.C. shall be entitled to hold and administer such surplus for the purpose of rate stabilization and for the other purposes of the P.U.C. pertaining to the distribution and sale of water provided any surplus now accumulated or hereafter accumulated from the date hereof to the date the pipeline commences operation by the delivery of water to the P.U.C. shall not be used by the P.U.C. for a reduction in water rates.

#### *Section D—General*

- 9. (a) This agreement shall remain in force until all obligations of the City to the Commission have been discharged to the satisfaction of the Commission, as evidenced by a certificate under the seal of the Commission. Thereafter, the assets of the Commission acquired or provided solely for the said project may, at the request of the City or the Commission, be transferred to the City or any other body constituted for the distribution of water in the project area, together with the City's share of the reserve account upon such terms as the City and participant municipalities may agree and in default of agreement, subject to arbitration in the manner provided by section 40 (3) of *The Ontario Water Resources Commission Act, 1957*.
- (b) In the event that the project is turned over to such other body, the City shall be compensated for its equity. The equity of the City shall be calculated for the purpose of determining the payment which is to be made to the City for such equity and failing agreement thereon the matter shall be subject to arbitration in the manner provided by section 40 (3) of *The Ontario Water Resources Commission Act, 1957*.
- (c) Where, however, the project shall hereafter serve Municipalities or persons other than the City, neither shall this agreement terminate nor shall the ownership of the said assets be transferred unless and until it is shown to the satisfaction of the Commission that:
  - (i) All the obligations to the Commission of such other participants in respect of this project have been discharged or provided for, or the City has relieved and will indemnify the Commission from any obligations which the Commission may have arising in any way out of the participation in the project by such other participants;
  - (ii) The City has agreed with each of such other participants of this project as to the terms and conditions under which the City will take over the assets as aforesaid;
  - (iii) Any indebtedness of the other Municipalities of this project in respect to the water works project has been assigned to the City.

- (d) When and if the project is vested in the City, or other body, as provided in paragraph 9 (a) above, the City or such other body shall have the right and be empowered to hold and own lands, chattels and interests thereon belonging thereto and thereafter acquired therefor wherever situate and the P.U.C. or such other body shall have the right and be empowered to operate and carry on the project as constituted at any time, and to sell and supply water therefrom to others, and to make agreements with regard thereto.
  - (e) If the powers of the P.U.C. in the City of London should be at any time determined, such rights, powers, privileges and obligations under this Agreement shall vest in the City.
10. (a) The Commission may, but only after prior consultation with the P.U.C. and the City, permit any other municipality, person or persons to connect directly or indirectly to the project on such equitable terms and conditions as the Commission may see fit, but if the P.U.C., the City and the Commission do not agree thereon the matters shall be the subject of arbitration in the manner provided by section 40 (3) of *The Ontario Water Resources Commission Act, 1957*. It shall not be held that the project contemplated under this Agreement is exclusively for the purpose of the City and for such purpose the Commission shall have power to extend, alter or enlarge the project as it deems necessary provided that no additional capital costs therefor shall be charged to the City and further provided always that the amount of water as specified in Clause 5 (a) above be delivered to the City and the pressure thereof shall not be thereby diminished.
- (b) In the event that the Commission shall permit any other municipality, person or persons to connect as aforesaid, the Commission in readjusting the proportion payable by the City shall have regard, *inter alia*, to the amount of capital costs of the project already paid off, to the age of the project and to the needs of the party or parties so permitted to connect subject to the right of the City to arbitrate the same under Section 40 (3) of *The Ontario Water Resources Commission Act, 1957*.
11. The appropriate share of earnings on the Ontario Water Resources Commission Reserve Account and on the investment thereof shall be allocated and credited to the Reserve Account referred to in Clause 7, in accordance with Section 43 (3) of *The Ontario Water Resources Commission Act, 1957*.
12. The City and the P.U.C. are hereby declared to have the right to carry out the terms and conditions of this Agreement.

IN WITNESS WHEREOF the Commission, the City and the P.U.C. have caused this agreement to be executed by the affixing of their corporate seals attested by the signatures of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND  
DELIVERED

In the Presence of

THE ONTARIO WATER RESOURCES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*

THE CORPORATION OF THE CITY OF LONDON by:

.....  
*Mayor.*

.....  
*City Clerk.*

THE LONDON PUBLIC UTILITIES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*



*Schedule "A" to the Preliminary and Project Agreements*

## Description of Project:

- (a) An intake at Lake Huron of 60" diameter, located within the approximate distance of five miles of the river mouth at Grand Bend;
- (b) A filtration plant at Lake Huron having an initial capacity of approximately 10 MGD;
- (c) A right-of-way for the water pipeline approximately 100' wide;
- (d) A pipeline 36" in diameter from Lake Huron to the City of London following the most economical route consistent with good engineering practice;
- (e) A storage reservoir, at or near London, having a capacity of 10 MG, if required after engineering studies;
- (f) A booster station or stations located between Lake Huron and London, having an initial capacity of approximately 10 MGD.
- (g) All the aforesaid with such variations as to measurements, sizes and capacities of pipeline, plant and equipment as the Engineers may recommend.

An Act respecting  
the City of London

---

*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. JACKSON

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959.

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**BILL**  
**An Act respecting the City of London**

---

MR. JACKSON

---

*(Reprinted as amended by the Committee on Private Bills)*



No. Pr18

1959

# BILL

## An Act respecting the City of London

**W**HEREAS The Corporation of the City of London, Preamble ■  
 herein called the Corporation, by its petition has prayed  
 for special legislation in respect of the matters hereinafter set  
 forth; and whereas it is expedient to grant the prayer of the  
 petition;

Therefore, Her Majesty, by and with the advice and consent  
 of the Legislative Assembly of the Province of Ontario, enacts  
 as follows:

**1.** The Corporation is authorized and empowered to pay Compassionate allowance authorized  
 from year to year, in the discretion of the council thereof,  
 such sums as to the council may appear proper, not exceeding  
 \$1,307 per year, as a compassionate allowance to John Hunter  
 Christie, who was injured in the service of the Corporation.

**2.** The Corporation is authorized and empowered to pass Regulation of traffic over lane  
 by-laws regulating and governing pedestrian and vehicular  
 traffic over a lane, that is vested in the Corporation, extend-  
 ing easterly from the easterly limit of Marshall Street, in the  
 City of London, to Lyle Street, and for prohibiting the parking  
 of motor vehicles on all or any part thereof, and for prohibiting  
 traffic thereon in any but one direction.

**3.** Those parts of Lot No. 35 on the west side of St. George Sale of park land authorized  
 Street and of Lot No. 35 on the east side of Great Talbot  
 Street, in the City of London, conveyed to the Corporation  
 by deed registered as No. 27127 for the West Division for park  
 purposes and that are not useful for such purposes, are  
 vested in the Corporation, freed and discharged from the  
 conditions set forth in the deed, and the Corporation is  
 authorized and empowered to sell the same and convey good  
 title thereto.

**4.—(1)** That portion of Great Talbot Street, lying north Lands vested in Corporation as a public highway  
 of Oxford Street and south of St. James Street and west of a  
 line drawn parallel to the east limit of Great Talbot Street  
 and distant 99 feet westerly therefrom, conveyed by the

Corporation to Alexander Harvey on the 14th day of December, 1892, subject to conditions that have not been fulfilled, are vested in the Corporation as a public highway.

Closing up  
of street

(2) The Corporation is authorized and empowered to pass by-laws from time to time to stop up and close portions of Great Talbot Street lying north of Oxford Street and south of St. James Street and west of a line drawn parallel to the east limit of such street and 117 feet westerly therefrom and to convey those portions of such street so stopped up and closed to the persons owning the lands adjoining on the west, with such reservations as to easements for services, including sewers, water mains, water pipes, electric wires and telephone wires whether carried in underground conduits or otherwise, as to the council of the Corporation may appear proper.

Application  
of  
R.S.O. 1950,  
c. 243

(3) It shall not be necessary in exercising the powers granted by subsection 2 to observe or perform any of the conditions or provisions of *The Municipal Act* applicable to street closing.

Nursing  
homes,  
regulation of

5.—(1) The Corporation is authorized and empowered to pass by-laws regulating, licensing and governing nursing homes and imposing penalties for the infraction thereof.

Interpre-  
tation

(2) For the purpose of subsection 1, "nursing homes" includes those places other than public hospitals or private hospitals wherein persons are lodged for hire and, in addition to such lodging, are given some nursing care.

1896, c. 82,  
s. 18, subs. 1,  
repealed

6.—(1) Subsection 1 of section 18 of *An Act respecting the City of London*, being chapter 82 of the Statutes of Ontario, 1896, is repealed.

1926, c. 88,  
s. 7,  
repealed

(2) Section 7 of *The City of London Act, 1926* is repealed.

Transfer  
of funds

(3) The funds collected under the provisions repealed by subsections 1 and 2 may be transferred to the general funds of the Corporation.

Agreement  
ratified

7.—(1) The agreement between the Corporation, Covent Garden Building Incorporated and others, bearing date the 19th day of June, 1958, set forth as Schedule A hereto, is ratified and confirmed, and the parties thereto are authorized and empowered to carry out the terms thereof.

Debentures  
authorized

(2) The Corporation is empowered and is declared to have been empowered to issue debentures without the vote of the ratepayers thereof for the purposes set forth in the agreement.

(3) The building referred to in the agreement and the use thereof shall, for all purposes, be deemed to be and to be the operation of a public market. Building referred to in agreement

8. Subsection 1 of section 3 of *The City of London Act, 1954* 1954, c. 115, s. 3, subs. 1, is amended by inserting after "maintain" in the second line amended "curling rinks and", so that the subsection shall read as follows:

(1) The Corporation is empowered to construct, operate and maintain curling rinks and outdoor skating rinks of natural or artificial ice with necessary buildings and equipment and to pass by-laws regulating the operation and use thereof, and for charging fees for such use. Curling and skating rinks

9. The Corporation is authorized and empowered to invest in and hold stock in limited dividend companies and to enter into agreements and arrangements with persons or corporations to provide for elderly persons' housing and to carry out the same. Investment powers and agreements re elderly persons' housing

10.—(1) Notwithstanding any other Act, the Corporation is empowered and is declared to have been empowered to proceed with and construct the Chelsea Heights storm and sanitary sewers and private drain connections. Chelsea Heights sewers

(2) Notwithstanding any other Act for such purposes, the Corporation is authorized and empowered and is declared to have been authorized and empowered to pass one or more by-laws for the construction thereof and for levying and for the issue of debentures in the principal amount not exceeding \$125,000 to defray the cost thereof and for levying charges under *The Local Improvement Act* for such works, other than the main storm sewer, and such by-laws when passed are declared to be legal, valid and binding upon the Corporation and the ratepayers thereof. Construction by-laws, etc.

(3) Sections 61, 62, 63 and 64 of *The Ontario Municipal Board Act* shall apply in respect of such by-law or by-laws and the debentures to be issued thereunder. Application of R.S.O. 1950, c. 262

11.—(1) The Corporation, The Public Utilities Commission thereof and the Ontario Water Resources Commission are authorized and empowered to enter into the preliminary agreement, set forth as Schedule B hereto, and the project agreement referred to and included therein, subject to the approval of the Ontario Municipal Board being obtained as recited therein. Water works Agreement authorized

Idem

(2) Upon the execution of the said agreements by the Corporation, The Public Utilities Commission thereof and the Ontario Water Resources Commission and the approval of the Ontario Municipal Board being obtained as recited therein, the same shall be legal, valid and binding upon the parties thereto, the ratepayers of the Corporation and the persons or corporations referred to therein, and the parties thereto are authorized and empowered to carry out the terms thereof.

Lands of  
Corporation  
appropriated  
for parking

**12.**—(1) Any lands owned or leased by the Corporation, when not required for other purposes, may be appropriated by by-law for the parking of motor vehicles until otherwise required and, in respect thereof, the Corporation is empowered to pass by-laws regulating, supervising and governing parking.

Land  
deemed  
highway  
re parking  
meters on  
R.S.O. 1950,  
c. 243

(2) Land, when so appropriated, shall be deemed to be a highway for the purposes of paragraph 7 of section 486 of *The Municipal Act* and the said paragraph shall apply to such land.

Compilation  
of resident  
voters' list  
1958, c. 66

**13.**—(1) The Corporation may by by-law, in lieu of proceeding as directed by *The Municipal Franchise Extension Act, 1958*, provide for the compilation of the resident voters' list by the assessors of the Corporation during the taking of the assessment in the year for which the list is to be compiled.

Duties of  
assessors

(2) The assessors shall carry out the duties of the enumerators provided for by *The Municipal Franchise Extension Act, 1958*, except as to the time of enumeration, and, when the list is so compiled, it shall be deemed to be a list prepared by enumerators under such Act.

Commence-  
ment

**14.** This Act comes into force on the day it receives Royal Assent.

Short title

**15.** This Act may be cited as *The City of London Act, 1959*.



## SCHEDULE A

THIS INDENTURE made in six parts this 19th day of June, in the year of our Lord one thousand nine hundred and fifty-eight.

BETWEEN:

COVENT GARDEN BUILDING INCORPORATED,  
a Corporation existing under the laws of the Province  
of Ontario (hereinafter called the Corporation),

OF THE FIRST PART,

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the City),

OF THE SECOND PART,

THE CANADA TRUST COMPANY, as Trustees recited  
(hereinafter called the Trustees),

OF THE THIRD PART,

THE LONDON LIFE INSURANCE COMPANY  
(hereinafter called London Life),

OF THE FOURTH PART,

THE CANADA LIFE ASSURANCE COMPANY  
(hereinafter called Canada Life),

OF THE FIFTH PART,

—and—

SIMPSONS, LIMITED (hereinafter called Simpsons),

OF THE SIXTH PART.

WHEREAS the Corporation has caused to be constructed a building known as the Covent Garden Market and Parking Building on lands owned by the City, which building was constructed pursuant to an agreement entered into between the said parties under date the 18th day of January, 1955, and pursuant to which agreement a lease was duly entered into between the said parties under date the 15th day of February, 1956;

AND WHEREAS the Corporation for the purpose of the said construction has borrowed certain monies upon the security of first mortgage bonds now held by the London Life and the Canada Life, which bonds were issued pursuant to Indenture of Mortgage in favour of the Trustee, dated the 1st day of December, 1956;

AND WHEREAS Simpsons had entered into a deficiency agreement whereby certain obligations were assumed in respect of the said bonds;

AND WHEREAS the obligations of Simpsons under the said deficiency agreement are secured by certain Indenture of Mortgage in favour of the Trustee under date the 1st day of December, 1956;

AND WHEREAS the Corporation represents that because of the demand for the parking facilities offered by the said building it would be advantageous if two additional floors were constructed upon the said building for the said purposes, but that the Corporation is unable to finance the said construction;

AND WHEREAS the said building, pursuant to the terms of the said agreement and the said lease, reverts to the possession of the City at the end of thirty years from the date of the said lease, or such sooner period of time as the costs of construction as referred to therein have been paid;

AND WHEREAS it has been agreed between the parties that the City should undertake the construction of the said two additional floors upon the terms and conditions hereinafter set forth;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises the parties hereto mutually covenant and agree each with the other as follows:

1. The City will forthwith call for tenders for the construction of two additional floors upon the said building in the manner shown in the Plans and Specifications now prepared by the Consulting Engineers of the Corporation, namely, S. G. Chipman & Company Limited and upon the condition that the contract for such construction will provide a guarantee that the said construction will be complete and ready for occupancy on or before the 1st day of December, 1958, and that the general conditions of the contract shall be approved by the City and shall contain a provision for a performance bond and indemnity insurance to protect the City and the Corporation from all liability.

2. The tenders shall be filed with the City Clerk and shall not be opened, except in the presence of the Clerk and a representative or representatives of the City and the Corporation. Upon the opening of the said tenders the Corporation and the City shall agree in writing on the tender to be accepted, provided a tender is received from a contractor acceptable to the Corporation and the City and that the tender price be not more than \$400,000. If the lowest acceptable tender price exceeds the sum of \$400,000 by more than 5% no contract shall be awarded and this agreement shall be of no further force or effect. If the contractor is acceptable and the tender price is within the said limits, but exceeds the sum of \$400,000, the Corporation shall forthwith pay to the City, before the letting of any contract, the sum by which the tender price so exceeds the said sum and thereupon the City shall let the contract for the said construction subject to the terms and conditions set out in the instructions to tenderers and in accordance with the Plans and Specifications and General Conditions. Any amount by which the accepted tender may be below the sum of \$400,000 shall be applied first in payment of the City's expenses in connection with the construction, including costs of financing, other disbursements and solicitor's fees and disbursements and, if any amount remains, the same will be paid in satisfaction or on account of the Consulting Engineer's fees but otherwise the Consulting Engineer's fees shall be paid by the Corporation.

3. If the Contract for construction is entered into, it shall be under the supervision of the Consulting Engineers of the Corporation, Messrs. S. G. Chipman & Company Limited, or such architects or other engineers as may be agreed upon by the Corporation and the City. The Corporation will supply at no cost to the City other supervision required but there shall be no change in the Plans and Specifications or no extras authorized without the consent in writing of the City.

4. The City will pay for the cost of construction as the said construction proceeds and upon completion the said addition shall be turned over to the Corporation to operate as part of the parking facilities of the said building.

5. The revenue from the said addition shall be received by the Corporation and shall be subject to all the terms and conditions and provisions of the said agreement bearing date the 18th day of January, 1955 and the lease bearing date the 15th day of February, 1956, which shall be applicable to the said addition and the operation thereof as if the addition had been originally included and referred to therein. Pursuant to the provisions of *The Municipal Act*, upon the authority of which the City enters into the said construction, it is agreed that a fee will at all times be charged for the parking of motor vehicles in the said building.

6. Neither the Corporation nor the City shall in any way be liable for any loss of revenue, interference or inconvenience caused by or incidental to the said construction and there shall be no extension of the term of the said lease.

IN WITNESS WHEREOF the parties hereto of the First, Third, Fourth, Fifth and Sixth Parts have hereunto caused to be affixed their corporate seals attested by the hands of their proper signing officers authorized in that behalf and the party of the Second Part has hereunto caused to be affixed its corporate seal attested by the hands of its Mayor and Clerk.

SIGNED, SEALED AND  
DELIVERED

In the presence of

F. E. YAKE.

COVENT GARDEN BUILDING INCORPORATED:

(Seal) JOSEPH JEFFERY,  
W. E. MARA.

THE CORPORATION OF THE CITY OF LONDON:

J. ALLAN JOHNSTON,  
*Mayor.*

(Seal) R. H. COOPER,  
*Clerk.*

THE CANADA TRUST COMPANY:

H. S. ROBINSON,  
*Assistant Manager.*

(Seal) FRANK CADICK,  
*Accountant.*

THE LONDON LIFE INSURANCE COMPANY:

ALEXANDER JEFFERY,  
*First Vice-President.*

(Seal) W. F. PARSONS,  
*Acting Secretary.*

THE CANADA LIFE ASSURANCE COMPANY:

JOHN MCCARTHY,  
*Vice-President.*

(Seal) A. F. LINDSAY,  
*Assistant Treasurer.*

SIMPSONS LIMITED:

E. G. BURTON,  
*President.*

(Seal) K. W. KERNAGHAN,  
*Secretary.*

## SCHEDULE B

AGREEMENT for the preliminary work in a water works project,  
made this                      day of                      in the year of our Lord  
one thousand nine hundred and fifty-nine.

BETWEEN:

ONTARIO WATER RESOURCES COMMISSION  
(hereinafter called the Commission),

OF THE FIRST PART,

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the City),

OF THE SECOND PART,

—and—

THE PUBLIC UTILITIES COMMISSION OF THE  
CITY OF LONDON (hereinafter called the P.U.C.),

OF THE THIRD PART.

WHEREAS the Ontario Municipal Board has given approval to the City and the P.U.C. entering into this agreement with the Commission for the provision by the Commission of water supply facilities, including intake, filtration plant, pumping stations, pipeline and reservoir (hereinafter called the project) for the City and has authorized the City to expend certain moneys therefor;

AND WHEREAS this agreement is to provide for the performance of certain preliminary engineering and survey work and other incidental work and for the payment of the costs thereof in the event that the project should not be undertaken;

AND WHEREAS the estimated cost of the project is \$10,500,000.00;

AND WHEREAS this agreement is to provide for the execution of the project agreement if the City shall elect as hereinafter provided to proceed with the project;

AND WHEREAS the Lieutenant-Governor in Council has approved the Commission entering into this agreement;

WITNESSETH:

1. That the Commission shall retain and employ a consulting engineer or engineers, approved in writing by the City and the P.U.C., for the preparation of working plans and specifications for the project described in Schedule A attached hereto. Upon the course of the pipeline being determined the Commission shall employ surveyors to run the centre line of the required easement for the pipeline and to survey and stake the locations for the filter plant, pumping stations and other required lands.

2. That, upon completion of the working plans and specifications, the same shall be submitted for approval to the City and the P.U.C. for consideration before any tenders are called. The City and the P.U.C.

shall, before tenders are called, have one month within which to suggest any changes they may desire in such plans and specifications, but if no agreement be reached thereon the decision of the Ontario Water Resources Commission shall be final as to whether or not such suggested changes or any of them shall be incorporated in the working plans and specifications.

3. Upon the plans and specifications being so finalized tenders shall be called for thereon by the Commission forthwith when agreed upon by the P.U.C. and the O.W.R.C. and if not so agreed upon prior to the expiration of eighteen months after the plans and specifications are so finalized no tenders shall be called for thereafter and the project shall not be proceeded with unless the parties re-negotiate the agreement.

4. That the Clerk of the City and the General Manager of the P.U.C. shall receive notice of the time and place of the opening of the tenders for the construction of the project and the said Clerk of the City and the General Manager of the P.U.C. shall be entitled to be present at the opening of such tenders. The Commission shall promptly supply to the City and to the P.U.C. all particulars of the Consulting Engineers' tabulations with respect to the tenders for the information and guidance of the City and the P.U.C. and shall notify the City and the P.U.C. of the tender or tenders which it is prepared to accept.

5. That within forty-five days of the receipt of the Engineers' tabulations and the notice of the tender or tenders which the Commission is prepared to accept, whichever shall last be received, the City shall elect whether it will execute the project agreement with the Commission, which project agreement shall be substantially in the form attached as Schedule B hereto. Such election shall be made by registered letter, mailed postage prepaid by the Clerk of the City and addressed to the Commission at the Parliament Buildings, Queen's Park, Toronto, stating that the City is prepared to execute the project agreement as aforesaid. The Ontario Municipal Board has given its approval to the City entering into the project agreement provided that the total tenders and estimated miscellaneous costs of the project shall not exceed \$10,500,000.00 plus 10% thereof. If the total tenders and estimated miscellaneous costs of the project shall exceed the said sum plus 10% the City may not enter into the project agreement without the approval of the Ontario Municipal Board. In the event that the City does not elect to execute the said project agreement, or in the event that the Ontario Municipal Board declines to approve of the excess of expenditures over that already approved, the City shall repay to or reimburse the Commission for all engineering services and other incidental costs incurred by the Commission under the provisions of paragraph 1 hereof up to the time of the formal receipt of the tenders in connection with the project described in Schedule A attached hereto and incurred after this date but excluding however any costs incurred by or any salary or remuneration paid to any member of the Commission or to any member of the staff of the same. The City shall also pay the P.U.C. for any engineering fees paid to other than its own staff, incurred after the 1st day of July, 1958, to this date, in connection with the proposed pipeline project. The money for such payments shall be raised by debentures issued by the City as for a capital expenditure for water works purposes and the amount to be raised annually therefor shall be collected by the P.U.C. from water rates and paid to the City to retire the said debentures as they shall fall due, together with interest thereon.

6. The P.U.C. assents to this agreement within the meaning of section 39, ss. 7 of *The Ontario Water Resources Commission Act, 1957*.

7. This agreement sets forth the only obligations incurred by any of the parties hereto to this date.

8. This agreement shall come into force and take effect upon receiving the authority and confirmation of an Act of the Ontario Legislature empowering the parties to carry out and perform the same.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their respective corporate seals, attested by the hands of their respective proper officers.

SIGNED, SEALED AND  
DELIVERED

In the presence of

THE ONTARIO WATER RESOURCES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*

THE CORPORATION OF THE CITY OF LONDON by:

.....  
*Mayor.*

.....  
*City Clerk.*

THE LONDON PUBLIC UTILITIES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*

*Schedule "B" to Agreement between the Parties hereto Dated*

WATER WORKS PROJECT NO.

THIS INDENTURE made in triplicate this                      day of  
one thousand nine hundred and

BETWEEN:

ONTARIO WATER RESOURCES COMMISSION  
(hereinafter called "the Commission"),

OF THE FIRST PART,

—and—

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the "City"),

OF THE SECOND PART,

—and—

THE PUBLIC UTILITIES COMMISSION OF THE  
CITY OF LONDON (hereinafter called the "P.U.C."),

OF THE THIRD PART.

WHEREAS the City has requested the Commission to provide certain water supply facilities as hereinafter provided;

AND WHEREAS the Commission has agreed so to do;

AND WHEREAS the Council of the City has on the                      day of  
19                      passed By-law No.                      authorizing  
the execution of this agreement by the City.

THIS INDENTURE WITNESSETH that in consideration of the premises and the covenants, conditions and payments hereinafter set forth, the parties hereto have agreed as follows:

*Section A—Construction (Structures and Assets)*

1. The Commission shall construct, acquire or provide, at its own expense, a water works project, summarized in Schedule "A" attached hereto and in accordance with the plans and specifications identified by execution by the parties under date the                      day of  
19                      (and hereinafter called the "project").

2. All property acquired or provided by the Commission for the purpose of this agreement shall be and remain the property of the Commission until ownership thereof is transferred by the Commission as hereinafter provided.

*Section B—Maintenance and Operation*

3. Until the title thereto is transferred as hereinafter provided, the Commission shall provide for the management and control, operation and maintenance of the said project. The Commission shall have the right to shut off or reduce the amount of the water supplied but only in case of emergency or breakdown or when it may be necessary in maintaining or extending the system, but the Commission shall wherever possible give the P.U.C. reasonable notice of intention to shut off or reduce the supply of water.

4. The P.U.C. or the City, whichever be empowered, shall, if and as required by the Commission, pass by-laws for the regulation and control of the use of water and the conservation of water supplied hereunder.

5. (a) The Commission undertakes to supply daily to the City water through the said project to an amount of not less than 90% of the project's rated capacity as it may exist from time to time. The P.U.C. shall be entitled to use and distribute the said water throughout the City and within the area shown in red on the plan hereto annexed. The Commission agrees that it will not permit the establishment or use of a system for the distribution of water to the public within the said area other than a system whose sole source of supply is the P.U.C. or the City.
- (b) When the project comes into operation the Public Utilities Commission will supply water to the area shown in red on the annexed map, which lies outside the City, as it may exist from time to time upon the following terms and conditions:
  - (i) extensions of mains will be made only where in the opinion of the Public Utilities Commission they are practical and economically justified, or as may be agreed upon by the Public Utilities Commission and the Township concerned;
  - (ii) subdividers of land and promoters of land sale or building schemes will be responsible for the cost of mains within subdivisions, their installation and connections thereto and may be required to pay the cost of bringing the water main to the subdivision;
  - (iii) extensions will not be granted where water supplies or pressures are not or will not be adequate;
  - (iv) nothing in this subsection shall affect existing agreements during their currency;
  - (v) no extension of mains shall be unreasonably withheld.
- (c) When the project comes into operation the rates for water to be supplied outside the corporate limits but within the area outlined in red on the map attached will be those fixed by present agreements during the term thereof unless the parties thereto, other than the P.U.C. and the City, consent to the cancellation of the same. Upon such consent being delivered in writing to the P.U.C., the same shall be cancelled. Upon the cancellation or determination of the agreements or where no agreement exists, the rates shall be fixed as follows:
  - (i) the rates charged for well water shall not exceed the ratio in effect at the present time and water from the project shall be sold to the consumers in the area at the same price;
  - (ii) the charge for hydrants shall be as determined by the P.U.C. from time to time;

the application of the foregoing charges shall be based on estimates at the beginning of each year with the necessary adjustments to be made at the end of each year.

6. The City, the P.U.C. and any persons or corporations supplied thereby shall not permit any connection to the City's distribution system directly or indirectly from unapproved sources of supply nor shall the City, the P.U.C. or any of the said persons or corporations permit contamination to gain entrance to the City's water mains. In the event that either of these contingencies should occur, then the City and the P.U.C. shall immediately take such steps as may be necessary to terminate such connection or contamination. Provided that nothing herein shall prevent the P.U.C. from using in its distribution system water from any underground sources if such water complies with the requirements of the O.W.R.C.



*Section C—Charges*

7. The City agrees in accordance with Section 40 of *The Ontario Water Resources Commission Act, 1957*, to pay to the Commission the following sums:

- (a) In each calendar year during the currency of this agreement commencing with the calendar year in which occurs the date of completion of the said project:
    - (i) The proportion payable by the City, as adjusted by the Commission, of the total amount of interest and expenses of debt service payable by the Commission in each such year in respect of all borrowings of the Commission from time to time outstanding and heretofore or hereafter made by the Commission for the purpose of meeting the cost or estimated cost of all water works projects and sewage works projects at any time heretofore or hereafter acquired, provided or constructed or in the course of acquisition, provision or construction by the Commission pursuant to any agreement or agreements, or for any other purposes of the Commission respecting such projects including the refunding or repayment in whole or in part of any such borrowings;
    - (ii) The total cost to the Commission in each such year of the operation, supervision, maintenance, repair, administration and insurance of the said project; and
    - (iii) The total amount in each such year placed by the Commission to the credit of a reserve account for renewals, replacements and contingencies in respect of the said project, but not exceeding  $1\frac{1}{2}\%$  in any one year of the cost of the said project.
  - (b) In each calendar year for 30 years, commencing in the sixth year after the calendar year in which occurs the date of completion of said project, such sum as would be necessary with interest compounded annually thereon at the rate per annum specified in paragraph 2 of subsection 1 of Section 40 of *The Ontario Water Resources Commission Act, 1957*, to form at the expiry of 30 years a fund equal to the cost of said project. The P.U.C. may pay to the City for payment to the Commission during the first five years any additional amount not exceeding in any year 2% of the cost.
  - (c) The Commission shall not call on the City to pay any share of the debt due the Commission by any other Municipality.
8. (a) The City shall pay the Commission quarterly and not later than the 15th days of March, June, September and December in each year the sums due by the Municipality, in accordance with Section 42 of *The Ontario Water Resources Commission Act, 1957*.
- (b) In each calendar year, the Commission shall deliver to the City and the P.U.C. a statement showing how the charges, adjustments and allocations are made up.
  - (c) The Commission will reimburse the P.U.C. and add as part of the cost of the water project such engineering fees as may have been incurred therefor by the P.U.C. and paid to others since the 1st day of July, 1958.
  - (d) The P.U.C. shall raise by water rates in addition to all the other sums it shall require to raise for its purposes (in addition to all others which the P.U.C. may be obliged to pay to the City or to others) a sum to be paid to the City quarterly and equivalent to the amount required to be paid by the City hereunder

to the Commission. These payments shall be made by the P.U.C. to the City as and when the City is required to make the said payments to the Commission under this Agreement.

- (e) The covenant by the P.U.C. as contained in paragraph 8 (d) hereof is made on the express condition that after the payment to the City of the said quarterly payments and of any sums required to be paid to the City for the redemption of debentures issued by the City for water works and for the payment of all interest due or accruing due thereon the P.U.C. shall not be required to pay to the City any part of its surplus presently accumulated or which shall accumulate from time to time during the term of this agreement up to the date of the termination of this agreement, notwithstanding anything contained in any Act of the Ontario Legislature to the contrary and the P.U.C. shall be entitled to hold and administer such surplus for the purpose of rate stabilization and for the other purposes of the P.U.C. pertaining to the distribution and sale of water provided any surplus now accumulated or hereafter accumulated from the date hereof to the date the pipeline commences operation by the delivery of water to the P.U.C. shall not be used by the P.U.C. for a reduction in water rates.

#### *Section D—General*

- 9. (a) This agreement shall remain in force until all obligations of the City to the Commission have been discharged to the satisfaction of the Commission, as evidenced by a certificate under the seal of the Commission. Thereafter, the assets of the Commission acquired or provided solely for the said project may, at the request of the City or the Commission, be transferred to the City or any other body constituted for the distribution of water in the project area, together with the City's share of the reserve account upon such terms as the City and participant municipalities may agree and in default of agreement, subject to arbitration in the manner provided by section 40 (3) of *The Ontario Water Resources Commission Act, 1957*.
- (b) In the event that the project is turned over to such other body, the City shall be compensated for its equity. The equity of the City shall be calculated for the purpose of determining the payment which is to be made to the City for such equity and failing agreement thereon the matter shall be subject to arbitration in the manner provided by section 40 (3) of *The Ontario Water Resources Commission Act, 1957*.
- (c) Where, however, the project shall hereafter serve Municipalities or persons other than the City, neither shall this agreement terminate nor shall the ownership of the said assets be transferred unless and until it is shown to the satisfaction of the Commission that:
  - (i) All the obligations to the Commission of such other participants in respect of this project have been discharged or provided for, or the City has relieved and will indemnify the Commission from any obligations which the Commission may have arising in any way out of the participation in the project by such other participants;
  - (ii) The City has agreed with each of such other participants of this project as to the terms and conditions under which the City will take over the assets as aforesaid;
  - (iii) Any indebtedness of the other Municipalities of this project in respect to the water works project has been assigned to the City.

- (d) When and if the project is vested in the City, or other body, as provided in paragraph 9 (a) above, the City or such other body shall have the right and be empowered to hold and own lands, chattels and interests thereon belonging thereto and thereafter acquired therefor wherever situate and the P.U.C. or such other body shall have the right and be empowered to operate and carry on the project as constituted at any time, and to sell and supply water therefrom to others, and to make agreements with regard thereto.
  - (e) If the powers of the P.U.C. in the City of London should be at any time determined, such rights, powers, privileges and obligations under this Agreement shall vest in the City.
10. (a) The Commission may, but only after prior consultation with the P.U.C. and the City, permit any other municipality, person or persons to connect directly or indirectly to the project on such equitable terms and conditions as the Commission may see fit, but if the P.U.C., the City and the Commission do not agree thereon the matters shall be the subject of arbitration in the manner provided by section 40 (3) of *The Ontario Water Resources Commission Act, 1957*. It shall not be held that the project contemplated under this Agreement is exclusively for the purpose of the City and for such purpose the Commission shall have power to extend, alter or enlarge the project as it deems necessary provided that no additional capital costs therefor shall be charged to the City and further provided always that the amount of water as specified in Clause 5 (a) above be delivered to the City and the pressure thereof shall not be thereby diminished.
- (b) In the event that the Commission shall permit any other municipality, person or persons to connect as aforesaid, the Commission in readjusting the proportion payable by the City shall have regard, *inter alia*, to the amount of capital costs of the project already paid off, to the age of the project and to the needs of the party or parties so permitted to connect subject to the right of the City to arbitrate the same under Section 40 (3) of *The Ontario Water Resources Commission Act, 1957*.
11. The appropriate share of earnings on the Ontario Water Resources Commission Reserve Account and on the investment thereof shall be allocated and credited to the Reserve Account referred to in Clause 7, in accordance with Section 43 (3) of *The Ontario Water Resources Commission Act, 1957*.
12. The City and the P.U.C. are hereby declared to have the right to carry out the terms and conditions of this Agreement.

IN WITNESS WHEREOF the Commission, the City and the P.U.C. have caused this agreement to be executed by the affixing of their corporate seals attested by the signatures of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND  
DELIVERED

In the Presence of

THE ONTARIO WATER RESOURCES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*

THE CORPORATION OF THE CITY OF LONDON by:

.....  
*Mayor.*

.....  
*City Clerk.*

THE LONDON PUBLIC UTILITIES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*

*Schedule "A" to the Preliminary and Project Agreements*

## Description of Project:

- (a) An intake at Lake Huron of 60" diameter, located within the approximate distance of five miles of the river mouth at Grand Bend;
- (b) A filtration plant at Lake Huron having an initial capacity of approximately 10 MGD;
- (c) A right-of-way for the water pipeline approximately 100' wide;
- (d) A pipeline 36" in diameter from Lake Huron to the City of London following the most economical route consistent with good engineering practice;
- (e) A storage reservoir, at or near London, having a capacity of 10 MG, if required after engineering studies;
- (f) A booster station or stations located between Lake Huron and London, having an initial capacity of approximately 10 MGD.
- (g) All the aforesaid with such variations as to measurements, sizes and capacities of pipeline, plant and equipment as the Engineers may recommend.

An Act respecting  
the City of London

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*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. JACKSON

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(Reprinted as amended by the  
Committee on Private Bills)

No. Pr18

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting the City of London

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MR. JACKSON

---

*(Reprinted as amended by the Committee of the Whole House)*





No. Pr18

1959

# BILL

## An Act respecting the City of London

**W**HEREAS The Corporation of the City of London, Preamble  
herein called the Corporation, by its petition has prayed  
for special legislation in respect of the matters hereinafter set  
forth; and whereas it is expedient to grant the prayer of the  
petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

**1.** The Corporation is authorized and empowered to pay Compassionate allowance authorized  
from year to year, in the discretion of the council thereof,  
such sums as to the council may appear proper, not exceeding  
\$1,307 per year, as a compassionate allowance to John Hunter  
Christie, who was injured in the service of the Corporation.

**2.** The Corporation is authorized and empowered to pass Regulation of traffic over lane  
by-laws regulating and governing pedestrian and vehicular  
traffic over a lane, that is vested in the Corporation, extend-  
ing easterly from the easterly limit of Marshall Street, in the  
City of London, to Lyle Street, and for prohibiting the parking  
of motor vehicles on all or any part thereof, and for prohibiting  
traffic thereon in any but one direction.

**3.** Those parts of Lot No. 35 on the west side of St. George Sale of park land authorized  
Street and of Lot No. 35 on the east side of Great Talbot  
Street, in the City of London, conveyed to the Corporation  
by deed registered as No. 27127 for the West Division for park  
purposes and that are not useful for such purposes, are  
vested in the Corporation, freed and discharged from the  
conditions set forth in the deed, and the Corporation is  
authorized and empowered to sell the same and convey good  
title thereto.

**4.—(1)** That portion of Great Talbot Street, lying north Lands vested in Corporation as a public highway  
of Oxford Street and south of St. James Street and west of a  
line drawn parallel to the east limit of Great Talbot Street  
and distant 99 feet westerly therefrom, conveyed by the

Corporation to Alexander Harvey on the 14th day of December, 1892, subject to conditions that have not been fulfilled, are vested in the Corporation as a public highway.

Closing up  
of street

(2) The Corporation is authorized and empowered to pass by-laws from time to time to stop up and close portions of Great Talbot Street lying north of Oxford Street and south of St. James Street and west of a line drawn parallel to the east limit of such street and 117 feet westerly therefrom and to convey those portions of such street so stopped up and closed to the persons owning the lands adjoining on the west, with such reservations as to easements for services, including sewers, water mains, water pipes, electric wires and telephone wires whether carried in underground conduits or otherwise, as to the council of the Corporation may appear proper.

Application  
of  
R.S.O. 1950,  
c. 243

(3) It shall not be necessary in exercising the powers granted by subsection 2 to observe or perform any of the conditions or provisions of *The Municipal Act* applicable to street closing.

Nursing  
homes,  
regulation of

5.—(1) The Corporation is authorized and empowered to pass by-laws regulating, licensing and governing nursing homes and imposing penalties for the infraction thereof.

Interpre-  
tation

(2) For the purpose of subsection 1, "nursing homes" includes those places other than public hospitals or private hospitals wherein persons are lodged for hire and, in addition to such lodging, are given some nursing care.

1896, c. 82,  
s. 18, subs. 1,  
repealed

6.—(1) Subsection 1 of section 18 of *An Act respecting the City of London*, being chapter 82 of the Statutes of Ontario, 1896, is repealed.

1926, c. 88,  
s. 7,  
repealed

(2) Section 7 of *The City of London Act, 1926* is repealed.

Transfer  
of funds

(3) The funds collected under the provisions repealed by subsections 1 and 2 may be transferred to the general funds of the Corporation.

Agreement  
ratified

7.—(1) The agreement between the Corporation, Covent Garden Building Incorporated and others, bearing date the 19th day of June, 1958, set forth as Schedule A hereto, is ratified and confirmed, and the parties thereto are authorized and empowered to carry out the terms thereof.

Debentures  
authorized

(2) The Corporation is empowered and is declared to have been empowered to issue debentures without the vote of the ratepayers thereof for the purposes set forth in the agreement.

(3) The building referred to in the agreement and the use thereof shall, for all purposes, be deemed to be and to be the operation of a public market. Building referred to in agreement

8. Subsection 1 of section 3 of *The City of London Act, 1954* 1954, c. 115, s. 3, subs. 1, amended is amended by inserting after "maintain" in the second line "curling rinks and", so that the subsection shall read as follows:

- (1) The Corporation is empowered to construct, operate and maintain curling rinks and outdoor skating rinks of natural or artificial ice with necessary buildings and equipment and to pass by-laws regulating the operation and use thereof, and for charging fees for such use. Curling and skating rinks

9. The Corporation is authorized and empowered to invest in and hold stock in limited dividend companies as defined in the *National Housing Act* (Canada), and to enter into agreements and arrangements with persons or corporations, to provide for elderly persons' housing and to carry out the same. Investment powers and agreements re elderly persons' housing R.S.C. 1952, c. 188

10.—(1) Notwithstanding any other Act, the Corporation is empowered and is declared to have been empowered to proceed with and construct the Chelsea Heights storm and sanitary sewers and private drain connections. Chelsea Heights sewers

(2) Notwithstanding any other Act for such purposes, the Corporation is authorized and empowered and is declared to have been authorized and empowered to pass one or more by-laws for the construction thereof and for levying and for the issue of debentures in the principal amount not exceeding \$125,000 to defray the cost thereof and for levying charges under *The Local Improvement Act* for such works, other than the main storm sewer, and such by-laws when passed are declared to be legal, valid and binding upon the Corporation and the ratepayers thereof. Construction by-laws, etc. R.S.O. 1950, c. 215

(3) Sections 61, 62, 63 and 64 of *The Ontario Municipal Board Act* shall apply in respect of such by-law or by-laws and the debentures to be issued thereunder. Application of R.S.O. 1950, c. 262

11.—(1) The Corporation, The Public Utilities Commission thereof and the Ontario Water Resources Commission are authorized and empowered to enter into the preliminary agreement, set forth as Schedule B hereto, and the project agreement referred to and included therein, subject to the approval of the Ontario Municipal Board being obtained as recited therein. Water works Agreement authorized

Idem

(2) Upon the execution of the said agreements by the Corporation, The Public Utilities Commission thereof and the Ontario Water Resources Commission and the approval of the Ontario Municipal Board being obtained as recited therein, the same shall be legal, valid and binding upon the parties thereto, the ratepayers of the Corporation and the persons or corporations referred to therein, and the parties thereto are authorized and empowered to carry out the terms thereof.

Lands of  
Corporation  
appropriated  
for parking

**12.**—(1) Any lands owned or leased by the Corporation, when not required for other purposes, may be appropriated by by-law for the parking of motor vehicles until otherwise required and, in respect thereof, the Corporation is empowered to pass by-laws regulating, supervising and governing parking.

Land  
deemed  
highway  
re parking  
meters on  
R.S.O. 1950,  
c. 243

(2) Land, when so appropriated, shall be deemed to be a highway for the purposes of paragraph 7 of section 486 of *The Municipal Act* and the said paragraph shall apply to such land.

Commence-  
ment

**13.** This Act comes into force on the day it receives Royal Assent.

Short title

**14.** This Act may be cited as *The City of London Act, 1959*.

## SCHEDULE A

THIS INDENTURE made in six parts this 19th day of June, in the year of our Lord one thousand nine hundred and fifty-eight.

BETWEEN:

COVENT GARDEN BUILDING INCORPORATED,  
a Corporation existing under the laws of the Province  
of Ontario (hereinafter called the Corporation),

OF THE FIRST PART,

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the City),

OF THE SECOND PART,

THE CANADA TRUST COMPANY, as Trustees recited  
(hereinafter called the Trustees),

OF THE THIRD PART,

THE LONDON LIFE INSURANCE COMPANY  
(hereinafter called London Life),

OF THE FOURTH PART,

THE CANADA LIFE ASSURANCE COMPANY  
(hereinafter called Canada Life),

OF THE FIFTH PART,

—and—

SIMPSONS LIMITED (hereinafter called Simpsons),

OF THE SIXTH PART.

WHEREAS the Corporation has caused to be constructed a building known as the Covent Garden Market and Parking Building on lands owned by the City, which building was constructed pursuant to an agreement entered into between the said parties under date the 18th day of January, 1955, and pursuant to which agreement a lease was duly entered into between the said parties under date the 15th day of February, 1956;

AND WHEREAS the Corporation for the purpose of the said construction has borrowed certain monies upon the security of first mortgage bonds now held by the London Life and the Canada Life, which bonds were issued pursuant to Indenture of Mortgage in favour of the Trustee, dated the 1st day of December, 1956;

AND WHEREAS Simpsons had entered into a deficiency agreement whereby certain obligations were assumed in respect of the said bonds;

AND WHEREAS the obligations of Simpsons under the said deficiency agreement are secured by certain Indenture of Mortgage in favour of the Trustee under date the 1st day of December, 1956;

AND WHEREAS the Corporation represents that because of the demand for the parking facilities offered by the said building it would be advantageous if two additional floors were constructed upon the said building for the said purposes, but that the Corporation is unable to finance the said construction;

AND WHEREAS the said building, pursuant to the terms of the said agreement and the said lease, reverts to the possession of the City at the end of thirty years from the date of the said lease, or such sooner period of time as the costs of construction as referred to therein have been paid;

AND WHEREAS it has been agreed between the parties that the City should undertake the construction of the said two additional floors upon the terms and conditions hereinafter set forth;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises the parties hereto mutually covenant and agree each with the other as follows:

1. The City will forthwith call for tenders for the construction of two additional floors upon the said building in the manner shown in the Plans and Specifications now prepared by the Consulting Engineers of the Corporation, namely, S. G. Chipman & Company Limited and upon the condition that the contract for such construction will provide a guarantee that the said construction will be complete and ready for occupancy on or before the 1st day of December, 1958, and that the general conditions of the contract shall be approved by the City and shall contain a provision for a performance bond and indemnity insurance to protect the City and the Corporation from all liability.

2. The tenders shall be filed with the City Clerk and shall not be opened, except in the presence of the Clerk and a representative or representatives of the City and the Corporation. Upon the opening of the said tenders the Corporation and the City shall agree in writing on the tender to be accepted, provided a tender is received from a contractor acceptable to the Corporation and the City and that the tender price be not more than \$400,000. If the lowest acceptable tender price exceeds the sum of \$400,000 by more than 5% no contract shall be awarded and this agreement shall be of no further force or effect. If the contractor is acceptable and the tender price is within the said limits, but exceeds the sum of \$400,000, the Corporation shall forthwith pay to the City, before the letting of any contract, the sum by which the tender price so exceeds the said sum and thereupon the City shall let the contract for the said construction subject to the terms and conditions set out in the instructions to tenderers and in accordance with the Plans and Specifications and General Conditions. Any amount by which the accepted tender may be below the sum of \$400,000 shall be applied first in payment of the City's expenses in connection with the construction, including costs of financing, other disbursements and solicitor's fees and disbursements and, if any amount remains, the same will be paid in satisfaction or on account of the Consulting Engineer's fees but otherwise the Consulting Engineer's fees shall be paid by the Corporation.

3. If the Contract for construction is entered into, it shall be under the supervision of the Consulting Engineers of the Corporation, Messrs. S. G. Chipman & Company Limited, or such architects or other engineers as may be agreed upon by the Corporation and the City. The Corporation will supply at no cost to the City other supervision required but there shall be no change in the Plans and Specifications or no extras authorized without the consent in writing of the City.

4. The City will pay for the cost of construction as the said construction proceeds and upon completion the said addition shall be turned over to the Corporation to operate as part of the parking facilities of the said building.

5. The revenue from the said addition shall be received by the Corporation and shall be subject to all the terms and conditions and provisions of the said agreement bearing date the 18th day of January, 1955 and the lease bearing date the 15th day of February, 1956, which shall be applicable to the said addition and the operation thereof as if the addition had been originally included and referred to therein. Pursuant to the provisions of *The Municipal Act*, upon the authority of which the City enters into the said construction, it is agreed that a fee will at all times be charged for the parking of motor vehicles in the said building.

6. Neither the Corporation nor the City shall in any way be liable for any loss of revenue, interference or inconvenience caused by or incidental to the said construction and there shall be no extension of the term of the said lease.

IN WITNESS WHEREOF the parties hereto of the First, Third, Fourth, Fifth and Sixth Parts have hereunto caused to be affixed their corporate seals attested by the hands of their proper signing officers authorized in that behalf and the party of the Second Part has hereunto caused to be affixed its corporate seal attested by the hands of its Mayor and Clerk.

SIGNED, SEALED AND  
DELIVERED

In the presence of

F. E. YAKE.

COVENT GARDEN BUILDING INCORPORATED:

(Seal) JOSEPH JEFFERY,  
W. E. MARA.

THE CORPORATION OF THE CITY OF LONDON:

J. ALLAN JOHNSTON,  
*Mayor.*

(Seal) R. H. COOPER,  
*Clerk.*

THE CANADA TRUST COMPANY:

H. S. ROBINSON,  
*Assistant Manager.*

(Seal) FRANK CADICK,  
*Accountant.*

THE LONDON LIFE INSURANCE COMPANY:

ALEXANDER JEFFERY,  
*First Vice-President.*

(Seal) W. F. PARSONS,  
*Acting Secretary.*

THE CANADA LIFE ASSURANCE COMPANY:

JOHN MCCARTHY,  
*Vice-President.*

(Seal) A. F. LINDSAY,  
*Assistant Treasurer.*

SIMPSON'S LIMITED:

E. G. BURTON,  
*President.*

(Seal) K. W. KERNAGHAN,  
*Secretary.*

## SCHEDULE B

AGREEMENT for the preliminary work in a water works project, made this                      day of                      in the year of our Lord one thousand nine hundred and fifty-nine.

BETWEEN:

ONTARIO WATER RESOURCES COMMISSION  
(hereinafter called the Commission),

OF THE FIRST PART,

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the City),

OF THE SECOND PART,

—and—

THE PUBLIC UTILITIES COMMISSION OF THE  
CITY OF LONDON (hereinafter called the P.U.C.),

OF THE THIRD PART.

WHEREAS the Ontario Municipal Board has given approval to the City and the P.U.C. entering into this agreement with the Commission for the provision by the Commission of water supply facilities, including intake, filtration plant, pumping stations, pipeline and reservoir (hereinafter called the project) for the City and has authorized the City to expend certain moneys therefor;

AND WHEREAS this agreement is to provide for the performance of certain preliminary engineering and survey work and other incidental work and for the payment of the costs thereof in the event that the project should not be undertaken;

AND WHEREAS the estimated cost of the project is \$10,500,000.00;

AND WHEREAS this agreement is to provide for the execution of the project agreement if the City shall elect as hereinafter provided to proceed with the project;

AND WHEREAS the Lieutenant-Governor in Council has approved the Commission entering into this agreement;

WITNESSETH:

1. That the Commission shall retain and employ a consulting engineer or engineers, approved in writing by the City and the P.U.C., for the preparation of working plans and specifications for the project described in Schedule A attached hereto. Upon the course of the pipeline being determined the Commission shall employ surveyors to run the centre line of the required easement for the pipeline and to survey and stake the locations for the filter plant, pumping stations and other required lands.

2. That, upon completion of the working plans and specifications, the same shall be submitted for approval to the City and the P.U.C. for consideration before any tenders are called. The City and the P.U.C.



shall, before tenders are called, have one month within which to suggest any changes they may desire in such plans and specifications, but if no agreement be reached thereon the decision of the Ontario Water Resources Commission shall be final as to whether or not such suggested changes or any of them shall be incorporated in the working plans and specifications.

3. Upon the plans and specifications being so finalized tenders shall be called for thereon by the Commission forthwith when agreed upon by the P.U.C. and the O.W.R.C. and if not so agreed upon prior to the expiration of eighteen months after the plans and specifications are so finalized no tenders shall be called for thereafter and the project shall not be proceeded with unless the parties re-negotiate the agreement.

4. That the Clerk of the City and the General Manager of the P.U.C. shall receive notice of the time and place of the opening of the tenders for the construction of the project and the said Clerk of the City and the General Manager of the P.U.C. shall be entitled to be present at the opening of such tenders. The Commission shall promptly supply to the City and to the P.U.C. all particulars of the Consulting Engineers' tabulations with respect to the tenders for the information and guidance of the City and the P.U.C. and shall notify the City and the P.U.C. of the tender or tenders which it is prepared to accept.

5. That within forty-five days of the receipt of the Engineers' tabulations and the notice of the tender or tenders which the Commission is prepared to accept, whichever shall last be received, the City shall elect whether it will execute the project agreement with the Commission, which project agreement shall be substantially in the form attached as Schedule B hereto. Such election shall be made by registered letter, mailed postage prepaid by the Clerk of the City and addressed to the Commission at the Parliament Buildings, Queen's Park, Toronto, stating that the City is prepared to execute the project agreement as aforesaid. The Ontario Municipal Board has given its approval to the City entering into the project agreement provided that the total tenders and estimated miscellaneous costs of the project shall not exceed \$10,500,000.00 plus 10% thereof. If the total tenders and estimated miscellaneous costs of the project shall exceed the said sum plus 10% the City may not enter into the project agreement without the approval of the Ontario Municipal Board. In the event that the City does not elect to execute the said project agreement, or in the event that the Ontario Municipal Board declines to approve of the excess of expenditures over that already approved, the City shall repay to or reimburse the Commission for all engineering services and other incidental costs incurred by the Commission under the provisions of paragraph 1 hereof up to the time of the formal receipt of the tenders in connection with the project described in Schedule A attached hereto and incurred after this date but excluding however any costs incurred by or any salary or remuneration paid to any member of the Commission or to any member of the staff of the same. The City shall also pay the P.U.C. for any engineering fees paid to other than its own staff, incurred after the 1st day of July, 1958, to this date, in connection with the proposed pipeline project. The money for such payments shall be raised by debentures issued by the City as for a capital expenditure for water works purposes and the amount to be raised annually therefor shall be collected by the P.U.C. from water rates and paid to the City to retire the said debentures as they shall fall due, together with interest thereon.

6. The P.U.C. assents to this agreement within the meaning of section 39, ss. 7 of *The Ontario Water Resources Commission Act, 1957*.

7. This agreement sets forth the only obligations incurred by any of the parties hereto to this date.

8. This agreement shall come into force and take effect upon receiving the authority and confirmation of an Act of the Ontario Legislature empowering the parties to carry out and perform the same.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their respective corporate seals, attested by the hands of their respective proper officers.

SIGNED, SEALED AND  
DELIVERED

In the presence of

THE ONTARIO WATER RESOURCES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*

THE CORPORATION OF THE CITY OF LONDON by:

.....  
*Mayor.*

.....  
*City Clerk.*

THE LONDON PUBLIC UTILITIES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*

*Schedule "B" to Agreement between the Parties hereto Dated*

WATER WORKS PROJECT NO.

THIS INDENTURE made in triplicate this                      day of  
one thousand nine hundred and

BETWEEN:

ONTARIO WATER RESOURCES COMMISSION  
(hereinafter called "the Commission"),

OF THE FIRST PART,

—and—

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the "City"),

OF THE SECOND PART,

—and—

THE PUBLIC UTILITIES COMMISSION OF THE  
CITY OF LONDON (hereinafter called the "P.U.C."),

OF THE THIRD PART.

WHEREAS the City has requested the Commission to provide certain water supply facilities as hereinafter provided;

AND WHEREAS the Commission has agreed so to do;

AND WHEREAS the Council of the City has on the                      day of  
19                      passed By-law No.                      authorizing  
the execution of this agreement by the City.

THIS INDENTURE WITNESSETH that in consideration of the premises and the covenants, conditions and payments hereinafter set forth, the parties hereto have agreed as follows:

*Section A—Construction (Structures and Assets)*

1. The Commission shall construct, acquire or provide, at its own expense, a water works project, summarized in Schedule "A" attached hereto and in accordance with the plans and specifications identified by execution by the parties under date the                      day of  
19                      (and hereinafter called the "project").

2. All property acquired or provided by the Commission for the purpose of this agreement shall be and remain the property of the Commission until ownership thereof is transferred by the Commission as hereinafter provided.

*Section B—Maintenance and Operation*

3. Until the title thereto is transferred as hereinafter provided, the Commission shall provide for the management and control, operation and maintenance of the said project. The Commission shall have the right to shut off or reduce the amount of the water supplied but only in case of emergency or breakdown or when it may be necessary in maintaining or extending the system, but the Commission shall wherever possible give the P.U.C. reasonable notice of intention to shut off or reduce the supply of water.

4. The P.U.C. or the City, whichever be empowered, shall, if and as required by the Commission, pass by-laws for the regulation and control of the use of water and the conservation of water supplied hereunder.

5. (a) The Commission undertakes to supply daily to the City water through the said project to an amount of not less than 90% of the project's rated capacity as it may exist from time to time. The P.U.C. shall be entitled to use and distribute the said water throughout the City and within the area shown in red on the plan hereto annexed. The Commission agrees that it will not permit the establishment or use of a system for the distribution of water to the public within the said area other than a system whose sole source of supply is the P.U.C. or the City.
- (b) When the project comes into operation the Public Utilities Commission will supply water to the area shown in red on the annexed map, which lies outside the City, as it may exist from time to time upon the following terms and conditions:
  - (i) extensions of mains will be made only where in the opinion of the Public Utilities Commission they are practical and economically justified, or as may be agreed upon by the Public Utilities Commission and the Township concerned;
  - (ii) subdividers of land and promoters of land sale or building schemes will be responsible for the cost of mains within subdivisions, their installation and connections thereto and may be required to pay the cost of bringing the water main to the subdivision;
  - (iii) extensions will not be granted where water supplies or pressures are not or will not be adequate;
  - (iv) nothing in this subsection shall affect existing agreements during their currency;
  - (v) no extension of mains shall be unreasonably withheld.
- (c) When the project comes into operation the rates for water to be supplied outside the corporate limits but within the area outlined in red on the map attached will be those fixed by present agreements during the term thereof unless the parties thereto, other than the P.U.C. and the City, consent to the cancellation of the same. Upon such consent being delivered in writing to the P.U.C., the same shall be cancelled. Upon the cancellation or determination of the agreements or where no agreement exists, the rates shall be fixed as follows:
  - (i) the rates charged for well water shall not exceed the ratio in effect at the present time and water from the project shall be sold to the consumers in the area at the same price;
  - (ii) the charge for hydrants shall be as determined by the P.U.C. from time to time;

the application of the foregoing charges shall be based on estimates at the beginning of each year with the necessary adjustments to be made at the end of each year.

6. The City, the P.U.C. and any persons or corporations supplied thereby shall not permit any connection to the City's distribution system directly or indirectly from unapproved sources of supply nor shall the City, the P.U.C. or any of the said persons or corporations permit contamination to gain entrance to the City's water mains. In the event that either of these contingencies should occur, then the City and the P.U.C. shall immediately take such steps as may be necessary to terminate such connection or contamination. Provided that nothing herein shall prevent the P.U.C. from using in its distribution system water from any underground sources if such water complies with the requirements of the O.W.R.C.

*Section C—Charges*

7. The City agrees in accordance with Section 40 of *The Ontario Water Resources Commission Act, 1957*, to pay to the Commission the following sums:

- (a) In each calendar year during the currency of this agreement commencing with the calendar year in which occurs the date of completion of the said project:
    - (i) The proportion payable by the City, as adjusted by the Commission, of the total amount of interest and expenses of debt service payable by the Commission in each such year in respect of all borrowings of the Commission from time to time outstanding and heretofore or hereafter made by the Commission for the purpose of meeting the cost or estimated cost of all water works projects and sewage works projects at any time heretofore or hereafter acquired, provided or constructed or in the course of acquisition, provision or construction by the Commission pursuant to any agreement or agreements, or for any other purposes of the Commission respecting such projects including the refunding or repayment in whole or in part of any such borrowings;
    - (ii) The total cost to the Commission in each such year of the operation, supervision, maintenance, repair, administration and insurance of the said project; and
    - (iii) The total amount in each such year placed by the Commission to the credit of a reserve account for renewals, replacements and contingencies in respect of the said project, but not exceeding  $1\frac{1}{2}\%$  in any one year of the cost of the said project.
  - (b) In each calendar year for 30 years, commencing in the sixth year after the calendar year in which occurs the date of completion of said project, such sum as would be necessary with interest compounded annually thereon at the rate per annum specified in paragraph 2 of subsection 1 of Section 40 of *The Ontario Water Resources Commission Act, 1957*, to form at the expiry of 30 years a fund equal to the cost of said project. The P.U.C. may pay to the City for payment to the Commission during the first five years any additional amount not exceeding in any year  $2\%$  of the cost.
  - (c) The Commission shall not call on the City to pay any share of the debt due the Commission by any other Municipality.
8. (a) The City shall pay the Commission quarterly and not later than the 15th days of March, June, September and December in each year the sums due by the Municipality, in accordance with Section 42 of *The Ontario Water Resources Commission Act, 1957*.
- (b) In each calendar year, the Commission shall deliver to the City and the P.U.C. a statement showing how the charges, adjustments and allocations are made up.
  - (c) The Commission will reimburse the P.U.C. and add as part of the cost of the water project such engineering fees as may have been incurred therefor by the P.U.C. and paid to others since the 1st day of July, 1958.
  - (d) The P.U.C. shall raise by water rates in addition to all the other sums it shall require to raise for its purposes (in addition to all others which the P.U.C. may be obliged to pay to the City or to others) a sum to be paid to the City quarterly and equivalent to the amount required to be paid by the City hereunder

to the Commission. These payments shall be made by the P.U.C. to the City as and when the City is required to make the said payments to the Commission under this Agreement.

- (e) The covenant by the P.U.C. as contained in paragraph 8 (d) hereof is made on the express condition that after the payment to the City of the said quarterly payments and of any sums required to be paid to the City for the redemption of debentures issued by the City for water works and for the payment of all interest due or accruing due thereon the P.U.C. shall not be required to pay to the City any part of its surplus presently accumulated or which shall accumulate from time to time during the term of this agreement up to the date of the termination of this agreement, notwithstanding anything contained in any Act of the Ontario Legislature to the contrary and the P.U.C. shall be entitled to hold and administer such surplus for the purpose of rate stabilization and for the other purposes of the P.U.C. pertaining to the distribution and sale of water provided any surplus now accumulated or hereafter accumulated from the date hereof to the date the pipeline commences operation by the delivery of water to the P.U.C. shall not be used by the P.U.C. for a reduction in water rates.

#### *Section D—General*

- 9. (a) This agreement shall remain in force until all obligations of the City to the Commission have been discharged to the satisfaction of the Commission, as evidenced by a certificate under the seal of the Commission. Thereafter, the assets of the Commission acquired or provided solely for the said project may, at the request of the City or the Commission, be transferred to the City or any other body constituted for the distribution of water in the project area, together with the City's share of the reserve account upon such terms as the City and participant municipalities may agree and in default of agreement, subject to arbitration in the manner provided by section 40 (3) of *The Ontario Water Resources Commission Act, 1957*.
- (b) In the event that the project is turned over to such other body, the City shall be compensated for its equity. The equity of the City shall be calculated for the purpose of determining the payment which is to be made to the City for such equity and failing agreement thereon the matter shall be subject to arbitration in the manner provided by section 40 (3) of *The Ontario Water Resources Commission Act, 1957*.
- (c) Where, however, the project shall hereafter serve Municipalities or persons other than the City, neither shall this agreement terminate nor shall the ownership of the said assets be transferred unless and until it is shown to the satisfaction of the Commission that:
  - (i) All the obligations to the Commission of such other participants in respect of this project have been discharged or provided for, or the City has relieved and will indemnify the Commission from any obligations which the Commission may have arising in any way out of the participation in the project by such other participants;
  - (ii) The City has agreed with each of such other participants of this project as to the terms and conditions under which the City will take over the assets as aforesaid;
  - (iii) Any indebtedness of the other Municipalities of this project in respect to the water works project has been assigned to the City.

- (d) When and if the project is vested in the City, or other body, as provided in paragraph 9 (a) above, the City or such other body shall have the right and be empowered to hold and own lands, chattels and interests thereon belonging thereto and thereafter acquired therefor wherever situate and the P.U.C. or such other body shall have the right and be empowered to operate and carry on the project as constituted at any time, and to sell and supply water therefrom to others, and to make agreements with regard thereto.
  - (e) If the powers of the P.U.C. in the City of London should be at any time determined, such rights, powers, privileges and obligations under this Agreement shall vest in the City.
10. (a) The Commission may, but only after prior consultation with the P.U.C. and the City, permit any other municipality, person or persons to connect directly or indirectly to the project on such equitable terms and conditions as the Commission may see fit, but if the P.U.C., the City and the Commission do not agree thereon the matters shall be the subject of arbitration in the manner provided by section 40 (3) of *The Ontario Water Resources Commission Act, 1957*. It shall not be held that the project contemplated under this Agreement is exclusively for the purpose of the City and for such purpose the Commission shall have power to extend, alter or enlarge the project as it deems necessary provided that no additional capital costs therefor shall be charged to the City and further provided always that the amount of water as specified in Clause 5 (a) above be delivered to the City and the pressure thereof shall not be thereby diminished.
- (b) In the event that the Commission shall permit any other municipality, person or persons to connect as aforesaid, the Commission in readjusting the proportion payable by the City shall have regard, *inter alia*, to the amount of capital costs of the project already paid off, to the age of the project and to the needs of the party or parties so permitted to connect subject to the right of the City to arbitrate the same under Section 40 (3) of *The Ontario Water Resources Commission Act, 1957*.
11. The appropriate share of earnings on the Ontario Water Resources Commission Reserve Account and on the investment thereof shall be allocated and credited to the Reserve Account referred to in Clause 7, in accordance with Section 43 (3) of *The Ontario Water Resources Commission Act, 1957*.
12. The City and the P.U.C. are hereby declared to have the right to carry out the terms and conditions of this Agreement.

IN WITNESS WHEREOF the Commission, the City and the P.U.C. have caused this agreement to be executed by the affixing of their corporate seals attested by the signatures of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND  
DELIVERED

In the Presence of

THE ONTARIO WATER RESOURCES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*

THE CORPORATION OF THE CITY OF LONDON by:

.....  
*Mayor.*

.....  
*City Clerk.*

THE LONDON PUBLIC UTILITIES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*



*Schedule "A" to the Preliminary and Project Agreements*

## Description of Project:

- (a) An intake at Lake Huron of 60" diameter, located within the approximate distance of five miles of the river mouth at Grand Bend;
- (b) A filtration plant at Lake Huron having an initial capacity of approximately 10 MGD;
- (c) A right-of-way for the water pipeline approximately 100' wide;
- (d) A pipeline 36" in diameter from Lake Huron to the City of London following the most economical route consistent with good engineering practice;
- (e) A storage reservoir, at or near London, having a capacity of 10 MG, if required after engineering studies;
- (f) A booster station or stations located between Lake Huron and London, having an initial capacity of approximately 10 MGD.
- (g) All the aforesaid with such variations as to measurements, sizes and capacities of pipeline, plant and equipment as the Engineers may recommend.

An Act respecting  
the City of London

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*1st Reading*

February 17th, 1959

*2nd Reading*

March 17th, 1959

*3rd Reading*

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MR. JACKSON

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*(Reprinted as amended by the  
Committee of the Whole House)*

No. Pr18

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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**BILL**  
**An Act respecting the City of London**

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MR. JACKSON

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



# BILL

## An Act respecting the City of London

**W**HEREAS The Corporation of the City of London, Preamble  
 herein called the Corporation, by its petition has prayed  
 for special legislation in respect of the matters hereinafter set  
 forth; and whereas it is expedient to grant the prayer of the  
 petition;

Therefore, Her Majesty, by and with the advice and consent  
 of the Legislative Assembly of the Province of Ontario, enacts  
 as follows:

1. The Corporation is authorized and empowered to pay Compassionate allowance authorized  
 from year to year, in the discretion of the council thereof,  
 such sums as to the council may appear proper, not exceeding  
 \$1,307 per year, as a compassionate allowance to John Hunter  
 Christie, who was injured in the service of the Corporation.

2. The Corporation is authorized and empowered to pass Regulation of traffic over lane  
 by-laws regulating and governing pedestrian and vehicular  
 traffic over a lane, that is vested in the Corporation, extend-  
 ing easterly from the easterly limit of Marshall Street, in the  
 City of London, to Lyle Street, and for prohibiting the parking  
 of motor vehicles on all or any part thereof, and for prohibiting  
 traffic thereon in any but one direction.

3. Those parts of Lot No. 35 on the west side of St. George Sale of park land authorized  
 Street and of Lot No. 35 on the east side of Great Talbot  
 Street, in the City of London, conveyed to the Corporation  
 by deed registered as No. 27127 for the West Division for park  
 purposes and that are not useful for such purposes, are  
 vested in the Corporation, freed and discharged from the  
 conditions set forth in the deed, and the Corporation is  
 authorized and empowered to sell the same and convey good  
 title thereto.

4.—(1) That portion of Great Talbot Street, lying north Lands vested in Corporation as a public highway  
 of Oxford Street and south of St. James Street and west of a  
 line drawn parallel to the east limit of Great Talbot Street  
 and distant 99 feet westerly therefrom, conveyed by the

Corporation to Alexander Harvey on the 14th day of December, 1892, subject to conditions that have not been fulfilled, are vested in the Corporation as a public highway.

Closing up  
of street

(2) The Corporation is authorized and empowered to pass by-laws from time to time to stop up and close portions of Great Talbot Street lying north of Oxford Street and south of St. James Street and west of a line drawn parallel to the east limit of such street and 117 feet westerly therefrom and to convey those portions of such street so stopped up and closed to the persons owning the lands adjoining on the west, with such reservations as to easements for services, including sewers, water mains, water pipes, electric wires and telephone wires whether carried in underground conduits or otherwise, as to the council of the Corporation may appear proper.

Application  
of  
R.S.O. 1950,  
c. 243

(3) It shall not be necessary in exercising the powers granted by subsection 2 to observe or perform any of the conditions or provisions of *The Municipal Act* applicable to street closing.

Nursing  
homes,  
regulation of

5.—(1) The Corporation is authorized and empowered to pass by-laws regulating, licensing and governing nursing homes and imposing penalties for the infraction thereof.

Interpre-  
tation

(2) For the purpose of subsection 1, "nursing homes" includes those places other than public hospitals or private hospitals wherein persons are lodged for hire and, in addition to such lodging, are given some nursing care.

1896, c. 82,  
s. 18, subs. 1,  
repealed

6.—(1) Subsection 1 of section 18 of *An Act respecting the City of London*, being chapter 82 of the Statutes of Ontario, 1896, is repealed.

1926, c. 88,  
s. 7,  
repealed

(2) Section 7 of *The City of London Act, 1926* is repealed.

Transfer  
of funds

(3) The funds collected under the provisions repealed by subsections 1 and 2 may be transferred to the general funds of the Corporation.

Agreement  
ratified

7.—(1) The agreement between the Corporation, Covent Garden Building Incorporated and others, bearing date the 19th day of June, 1958, set forth as Schedule A hereto, is ratified and confirmed, and the parties thereto are authorized and empowered to carry out the terms thereof.

Debentures  
authorized

(2) The Corporation is empowered and is declared to have been empowered to issue debentures without the vote of the ratepayers thereof for the purposes set forth in the agreement.

(3) The building referred to in the agreement and the use thereof shall, for all purposes, be deemed to be and to be the operation of a public market. Building referred to in agreement

8. Subsection 1 of section 3 of *The City of London Act, 1954* 1954, c. 115, s. 3, subs. 1, amended is amended by inserting after "maintain" in the second line "curling rinks and", so that the subsection shall read as follows:

(1) The Corporation is empowered to construct, operate and maintain curling rinks and outdoor skating rinks of natural or artificial ice with necessary buildings and equipment and to pass by-laws regulating the operation and use thereof, and for charging fees for such use. Curling and skating rinks

9. The Corporation is authorized and empowered to invest in and hold stock in limited dividend companies as defined in the *National Housing Act* (Canada), and to enter into agreements and arrangements with persons or corporations, to provide for elderly persons' housing and to carry out the same. Investment powers and agreements re elderly persons' housing R.S.C. 1952, c. 188

10.—(1) Notwithstanding any other Act, the Corporation is empowered and is declared to have been empowered to proceed with and construct the Chelsea Heights storm and sanitary sewers and private drain connections. Chelsea Heights sewers

(2) Notwithstanding any other Act for such purposes, the Corporation is authorized and empowered and is declared to have been authorized and empowered to pass one or more by-laws for the construction thereof and for levying and for the issue of debentures in the principal amount not exceeding \$125,000 to defray the cost thereof and for levying charges under *The Local Improvement Act* for such works, other than the main storm sewer, and such by-laws when passed are declared to be legal, valid and binding upon the Corporation and the ratepayers thereof. Construction by-laws, etc. R.S.O. 1950, c. 215

(3) Sections 61, 62, 63 and 64 of *The Ontario Municipal Board Act* shall apply in respect of such by-law or by-laws and the debentures to be issued thereunder. Application of R.S.O. 1950, c. 262

11.—(1) The Corporation, The Public Utilities Commission thereof and the Ontario Water Resources Commission are authorized and empowered to enter into the preliminary agreement, set forth as Schedule B hereto, and the project agreement referred to and included therein, subject to the approval of the Ontario Municipal Board being obtained as recited therein. Water works Agreement authorized

Idem

(2) Upon the execution of the said agreements by the Corporation, The Public Utilities Commission thereof and the Ontario Water Resources Commission and the approval of the Ontario Municipal Board being obtained as recited therein, the same shall be legal, valid and binding upon the parties thereto, the ratepayers of the Corporation and the persons or corporations referred to therein, and the parties thereto are authorized and empowered to carry out the terms thereof.

Lands of  
Corporation  
appropriated  
for parking

**12.**—(1) Any lands owned or leased by the Corporation, when not required for other purposes, may be appropriated by by-law for the parking of motor vehicles until otherwise required and, in respect thereof, the Corporation is empowered to pass by-laws regulating, supervising and governing parking.

Land  
deemed  
highway  
re parking  
meters on  
R.S.O. 1950,  
c. 243

(2) Land, when so appropriated, shall be deemed to be a highway for the purposes of paragraph 7 of section 486 of *The Municipal Act* and the said paragraph shall apply to such land.

Commence-  
ment

**13.** This Act comes into force on the day it receives Royal Assent.

Short title

**14.** This Act may be cited as *The City of London Act, 1959*.



## SCHEDULE A

THIS INDENTURE made in six parts this 19th day of June, in the year of our Lord one thousand nine hundred and fifty-eight.

BETWEEN:

COVENT GARDEN BUILDING INCORPORATED,  
a Corporation existing under the laws of the Province  
of Ontario (hereinafter called the Corporation),

OF THE FIRST PART,

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the City),

OF THE SECOND PART,

THE CANADA TRUST COMPANY, as Trustees recited  
(hereinafter called the Trustees),

OF THE THIRD PART,

THE LONDON LIFE INSURANCE COMPANY  
(hereinafter called London Life),

OF THE FOURTH PART,

THE CANADA LIFE ASSURANCE COMPANY  
(hereinafter called Canada Life),

OF THE FIFTH PART,

—and—

SIMPSONS LIMITED (hereinafter called Simpsons),

OF THE SIXTH PART.

WHEREAS the Corporation has caused to be constructed a building known as the Covent Garden Market and Parking Building on lands owned by the City, which building was constructed pursuant to an agreement entered into between the said parties under date the 18th day of January, 1955, and pursuant to which agreement a lease was duly entered into between the said parties under date the 15th day of February, 1956;

AND WHEREAS the Corporation for the purpose of the said construction has borrowed certain monies upon the security of first mortgage bonds now held by the London Life and the Canada Life, which bonds were issued pursuant to Indenture of Mortgage in favour of the Trustee, dated the 1st day of December, 1956;

AND WHEREAS Simpsons had entered into a deficiency agreement whereby certain obligations were assumed in respect of the said bonds;

AND WHEREAS the obligations of Simpsons under the said deficiency agreement are secured by certain Indenture of Mortgage in favour of the Trustee under date the 1st day of December, 1956;

AND WHEREAS the Corporation represents that because of the demand for the parking facilities offered by the said building it would be advantageous if two additional floors were constructed upon the said building for the said purposes, but that the Corporation is unable to finance the said construction;

AND WHEREAS the said building, pursuant to the terms of the said agreement and the said lease, reverts to the possession of the City at the end of thirty years from the date of the said lease, or such sooner period of time as the costs of construction as referred to therein have been paid;

AND WHEREAS it has been agreed between the parties that the City should undertake the construction of the said two additional floors upon the terms and conditions hereinafter set forth;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises the parties hereto mutually covenant and agree each with the other as follows:

1. The City will forthwith call for tenders for the construction of two additional floors upon the said building in the manner shown in the Plans and Specifications now prepared by the Consulting Engineers of the Corporation, namely, S. G. Chipman & Company Limited and upon the condition that the contract for such construction will provide a guarantee that the said construction will be complete and ready for occupancy on or before the 1st day of December, 1958, and that the general conditions of the contract shall be approved by the City and shall contain a provision for a performance bond and indemnity insurance to protect the City and the Corporation from all liability.

2. The tenders shall be filed with the City Clerk and shall not be opened, except in the presence of the Clerk and a representative or representatives of the City and the Corporation. Upon the opening of the said tenders the Corporation and the City shall agree in writing on the tender to be accepted, provided a tender is received from a contractor acceptable to the Corporation and the City and that the tender price be not more than \$400,000. If the lowest acceptable tender price exceeds the sum of \$400,000 by more than 5% no contract shall be awarded and this agreement shall be of no further force or effect. If the contractor is acceptable and the tender price is within the said limits, but exceeds the sum of \$400,000, the Corporation shall forthwith pay to the City, before the letting of any contract, the sum by which the tender price so exceeds the said sum and thereupon the City shall let the contract for the said construction subject to the terms and conditions set out in the instructions to tenderers and in accordance with the Plans and Specifications and General Conditions. Any amount by which the accepted tender may be below the sum of \$400,000 shall be applied first in payment of the City's expenses in connection with the construction, including costs of financing, other disbursements and solicitor's fees and disbursements and, if any amount remains, the same will be paid in satisfaction or on account of the Consulting Engineer's fees but otherwise the Consulting Engineer's fees shall be paid by the Corporation.

3. If the Contract for construction is entered into, it shall be under the supervision of the Consulting Engineers of the Corporation, Messrs. S. G. Chipman & Company Limited, or such architects or other engineers as may be agreed upon by the Corporation and the City. The Corporation will supply at no cost to the City other supervision required but there shall be no change in the Plans and Specifications or no extras authorized without the consent in writing of the City.

4. The City will pay for the cost of construction as the said construction proceeds and upon completion the said addition shall be turned over to the Corporation to operate as part of the parking facilities of the said building.

5. The revenue from the said addition shall be received by the Corporation and shall be subject to all the terms and conditions and provisions of the said agreement bearing date the 18th day of January, 1955 and the lease bearing date the 15th day of February, 1956, which shall be applicable to the said addition and the operation thereof as if the addition had been originally included and referred to therein. Pursuant to the provisions of *The Municipal Act*, upon the authority of which the City enters into the said construction, it is agreed that a fee will at all times be charged for the parking of motor vehicles in the said building.

6. Neither the Corporation nor the City shall in any way be liable for any loss of revenue, interference or inconvenience caused by or incidental to the said construction and there shall be no extension of the term of the said lease.

IN WITNESS WHEREOF the parties hereto of the First, Third, Fourth, Fifth and Sixth Parts have hereunto caused to be affixed their corporate seals attested by the hands of their proper signing officers authorized in that behalf and the party of the Second Part has hereunto caused to be affixed its corporate seal attested by the hands of its Mayor and Clerk.

SIGNED, SEALED AND  
DELIVERED

In the presence of

F. E. YAKE.

COVENT GARDEN BUILDING INCORPORATED:

(Seal) JOSEPH JEFFERY,  
W. E. MARA.

THE CORPORATION OF THE CITY OF LONDON:

J. ALLAN JOHNSTON,  
*Mayor.*

(Seal) R. H. COOPER, *Clerk.*

THE CANADA TRUST COMPANY:

H. S. ROBINSON,  
*Assistant Manager.*

(Seal) FRANK CADICK,  
*Accountant.*

THE LONDON LIFE INSURANCE COMPANY:

ALEXANDER JEFFERY,  
*First Vice-President.*

(Seal) W. F. PARSONS,  
*Acting Secretary.*

THE CANADA LIFE ASSURANCE COMPANY:

JOHN MCCARTHY,  
*Vice-President.*

(Seal) A. F. LINDSAY,  
*Assistant Treasurer.*

SIMPSON'S LIMITED:

E. G. BURTON,  
*President.*

(Seal) K. W. KERNAGHAN,  
*Secretary.*

## SCHEDULE B

AGREEMENT for the preliminary work in a water works project,  
made this                      day of                      in the year of our Lord  
one thousand nine hundred and fifty-nine.

BETWEEN:

ONTARIO WATER RESOURCES COMMISSION  
(hereinafter called the Commission),

OF THE FIRST PART,

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the City),

OF THE SECOND PART,

—and—

THE PUBLIC UTILITIES COMMISSION OF THE  
CITY OF LONDON (hereinafter called the P.U.C.),

OF THE THIRD PART.

WHEREAS the Ontario Municipal Board has given approval to the City and the P.U.C. entering into this agreement with the Commission for the provision by the Commission of water supply facilities, including intake, filtration plant, pumping stations, pipeline and reservoir (hereinafter called the project) for the City and has authorized the City to expend certain moneys therefor;

AND WHEREAS this agreement is to provide for the performance of certain preliminary engineering and survey work and other incidental work and for the payment of the costs thereof in the event that the project should not be undertaken;

AND WHEREAS the estimated cost of the project is \$10,500,000.00;

AND WHEREAS this agreement is to provide for the execution of the project agreement if the City shall elect as hereinafter provided to proceed with the project;

AND WHEREAS the Lieutenant-Governor in Council has approved the Commission entering into this agreement;

WITNESSETH:

1. That the Commission shall retain and employ a consulting engineer or engineers, approved in writing by the City and the P.U.C., for the preparation of working plans and specifications for the project described in Schedule A attached hereto. Upon the course of the pipeline being determined the Commission shall employ surveyors to run the centre line of the required easement for the pipeline and to survey and stake the locations for the filter plant, pumping stations and other required lands.

2. That, upon completion of the working plans and specifications, the same shall be submitted for approval to the City and the P.U.C. for consideration before any tenders are called. The City and the P.U.C.

shall, before tenders are called, have one month within which to suggest any changes they may desire in such plans and specifications, but if no agreement be reached thereon the decision of the Ontario Water Resources Commission shall be final as to whether or not such suggested changes or any of them shall be incorporated in the working plans and specifications.

3. Upon the plans and specifications being so finalized tenders shall be called for thereon by the Commission forthwith when agreed upon by the P.U.C. and the O.W.R.C. and if not so agreed upon prior to the expiration of eighteen months after the plans and specifications are so finalized no tenders shall be called for thereafter and the project shall not be proceeded with unless the parties re-negotiate the agreement.

4. That the Clerk of the City and the General Manager of the P.U.C. shall receive notice of the time and place of the opening of the tenders for the construction of the project and the said Clerk of the City and the General Manager of the P.U.C. shall be entitled to be present at the opening of such tenders. The Commission shall promptly supply to the City and to the P.U.C. all particulars of the Consulting Engineers' tabulations with respect to the tenders for the information and guidance of the City and the P.U.C. and shall notify the City and the P.U.C. of the tender or tenders which it is prepared to accept.

5. That within forty-five days of the receipt of the Engineers' tabulations and the notice of the tender or tenders which the Commission is prepared to accept, whichever shall last be received, the City shall elect whether it will execute the project agreement with the Commission, which project agreement shall be substantially in the form attached as Schedule B hereto. Such election shall be made by registered letter, mailed postage prepaid by the Clerk of the City and addressed to the Commission at the Parliament Buildings, Queen's Park, Toronto, stating that the City is prepared to execute the project agreement as aforesaid. The Ontario Municipal Board has given its approval to the City entering into the project agreement provided that the total tenders and estimated miscellaneous costs of the project shall not exceed \$10,500,000.00 plus 10% thereof. If the total tenders and estimated miscellaneous costs of the project shall exceed the said sum plus 10% the City may not enter into the project agreement without the approval of the Ontario Municipal Board. In the event that the City does not elect to execute the said project agreement, or in the event that the Ontario Municipal Board declines to approve of the excess of expenditures over that already approved, the City shall repay to or reimburse the Commission for all engineering services and other incidental costs incurred by the Commission under the provisions of paragraph 1 hereof up to the time of the formal receipt of the tenders in connection with the project described in Schedule A attached hereto and incurred after this date but excluding however any costs incurred by or any salary or remuneration paid to any member of the Commission or to any member of the staff of the same. The City shall also pay the P.U.C. for any engineering fees paid to other than its own staff, incurred after the 1st day of July, 1958, to this date, in connection with the proposed pipeline project. The money for such payments shall be raised by debentures issued by the City as for a capital expenditure for water works purposes and the amount to be raised annually therefor shall be collected by the P.U.C. from water rates and paid to the City to retire the said debentures as they shall fall due, together with interest thereon.

6. The P.U.C. assents to this agreement within the meaning of section 39, ss. 7 of *The Ontario Water Resources Commission Act, 1957*.

7. This agreement sets forth the only obligations incurred by any of the parties hereto to this date.

8. This agreement shall come into force and take effect upon receiving the authority and confirmation of an Act of the Ontario Legislature empowering the parties to carry out and perform the same.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their respective corporate seals, attested by the hands of their respective proper officers.

SIGNED, SEALED AND  
DELIVERED

In the presence of

THE ONTARIO WATER RESOURCES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*

THE CORPORATION OF THE CITY OF LONDON by:

.....  
*Mayor.*

.....  
*City Clerk.*

THE LONDON PUBLIC UTILITIES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*

*Schedule "B" to Agreement between the Parties hereto Dated*

WATER WORKS PROJECT NO.

THIS INDENTURE made in triplicate this                      day of  
one thousand nine hundred and

BETWEEN:

ONTARIO WATER RESOURCES COMMISSION  
(hereinafter called "the Commission"),

OF THE FIRST PART,

—and—

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the "City"),

OF THE SECOND PART,

—and—

THE PUBLIC UTILITIES COMMISSION OF THE  
CITY OF LONDON (hereinafter called the "P.U.C."),

OF THE THIRD PART.

WHEREAS the City has requested the Commission to provide certain water supply facilities as hereinafter provided;

AND WHEREAS the Commission has agreed so to do;

AND WHEREAS the Council of the City has on the                      day of  
19                      passed By-law No.                      authorizing  
the execution of this agreement by the City.

THIS INDENTURE WITNESSETH that in consideration of the premises and the covenants, conditions and payments hereinafter set forth, the parties hereto have agreed as follows:

*Section A—Construction (Structures and Assets)*

1. The Commission shall construct, acquire or provide, at its own expense, a water works project, summarized in Schedule "A" attached hereto and in accordance with the plans and specifications identified by execution by the parties under date the                      day of  
19                      (and hereinafter called the "project").

2. All property acquired or provided by the Commission for the purpose of this agreement shall be and remain the property of the Commission until ownership thereof is transferred by the Commission as hereinafter provided.

*Section B—Maintenance and Operation*

3. Until the title thereto is transferred as hereinafter provided, the Commission shall provide for the management and control, operation and maintenance of the said project. The Commission shall have the right to shut off or reduce the amount of the water supplied but only in case of emergency or breakdown or when it may be necessary in maintaining or extending the system, but the Commission shall wherever possible give the P.U.C. reasonable notice of intention to shut off or reduce the supply of water.

4. The P.U.C. or the City, whichever be empowered, shall, if and as required by the Commission, pass by-laws for the regulation and control of the use of water and the conservation of water supplied hereunder.

5. (a) The Commission undertakes to supply daily to the City water through the said project to an amount of not less than 90% of the project's rated capacity as it may exist from time to time. The P.U.C. shall be entitled to use and distribute the said water throughout the City and within the area shown in red on the plan hereto annexed. The Commission agrees that it will not permit the establishment or use of a system for the distribution of water to the public within the said area other than a system whose sole source of supply is the P.U.C. or the City.
- (b) When the project comes into operation the Public Utilities Commission will supply water to the area shown in red on the annexed map, which lies outside the City, as it may exist from time to time upon the following terms and conditions:
  - (i) extensions of mains will be made only where in the opinion of the Public Utilities Commission they are practical and economically justified, or as may be agreed upon by the Public Utilities Commission and the Township concerned;
  - (ii) subdividers of land and promoters of land sale or building schemes will be responsible for the cost of mains within subdivisions, their installation and connections thereto and may be required to pay the cost of bringing the water main to the subdivision;
  - (iii) extensions will not be granted where water supplies or pressures are not or will not be adequate;
  - (iv) nothing in this subsection shall affect existing agreements during their currency;
  - (v) no extension of mains shall be unreasonably withheld.
- (c) When the project comes into operation the rates for water to be supplied outside the corporate limits but within the area outlined in red on the map attached will be those fixed by present agreements during the term thereof unless the parties thereto, other than the P.U.C. and the City, consent to the cancellation of the same. Upon such consent being delivered in writing to the P.U.C., the same shall be cancelled. Upon the cancellation or determination of the agreements or where no agreement exists, the rates shall be fixed as follows:
  - (i) the rates charged for well water shall not exceed the ratio in effect at the present time and water from the project shall be sold to the consumers in the area at the same price;
  - (ii) the charge for hydrants shall be as determined by the P.U.C. from time to time;

the application of the foregoing charges shall be based on estimates at the beginning of each year with the necessary adjustments to be made at the end of each year.

6. The City, the P.U.C. and any persons or corporations supplied thereby shall not permit any connection to the City's distribution system directly or indirectly from unapproved sources of supply nor shall the City, the P.U.C. or any of the said persons or corporations permit contamination to gain entrance to the City's water mains. In the event that either of these contingencies should occur, then the City and the P.U.C. shall immediately take such steps as may be necessary to terminate such connection or contamination. Provided that nothing herein shall prevent the P.U.C. from using in its distribution system water from any underground sources if such water complies with the requirements of the O.W.R.C.



*Section C—Charges*

7. The City agrees in accordance with Section 40 of *The Ontario Water Resources Commission Act, 1957*, to pay to the Commission the following sums:

- (a) In each calendar year during the currency of this agreement commencing with the calendar year in which occurs the date of completion of the said project:
    - (i) The proportion payable by the City, as adjusted by the Commission, of the total amount of interest and expenses of debt service payable by the Commission in each such year in respect of all borrowings of the Commission from time to time outstanding and heretofore or hereafter made by the Commission for the purpose of meeting the cost or estimated cost of all water works projects and sewage works projects at any time heretofore or hereafter acquired, provided or constructed or in the course of acquisition, provision or construction by the Commission pursuant to any agreement or agreements, or for any other purposes of the Commission respecting such projects including the refunding or repayment in whole or in part of any such borrowings;
    - (ii) The total cost to the Commission in each such year of the operation, supervision, maintenance, repair, administration and insurance of the said project; and
    - (iii) The total amount in each such year placed by the Commission to the credit of a reserve account for renewals, replacements and contingencies in respect of the said project, but not exceeding  $1\frac{1}{2}\%$  in any one year of the cost of the said project.
  - (b) In each calendar year for 30 years, commencing in the sixth year after the calendar year in which occurs the date of completion of said project, such sum as would be necessary with interest compounded annually thereon at the rate per annum specified in paragraph 2 of subsection 1 of Section 40 of *The Ontario Water Resources Commission Act, 1957*, to form at the expiry of 30 years a fund equal to the cost of said project. The P.U.C. may pay to the City for payment to the Commission during the first five years any additional amount not exceeding in any year  $2\%$  of the cost.
  - (c) The Commission shall not call on the City to pay any share of the debt due the Commission by any other Municipality.
8. (a) The City shall pay the Commission quarterly and not later than the 15th days of March, June, September and December in each year the sums due by the Municipality, in accordance with Section 42 of *The Ontario Water Resources Commission Act, 1957*.
- (b) In each calendar year, the Commission shall deliver to the City and the P.U.C. a statement showing how the charges, adjustments and allocations are made up.
  - (c) The Commission will reimburse the P.U.C. and add as part of the cost of the water project such engineering fees as may have been incurred therefor by the P.U.C. and paid to others since the 1st day of July, 1958.
  - (d) The P.U.C. shall raise by water rates in addition to all the other sums it shall require to raise for its purposes (in addition to all others which the P.U.C. may be obliged to pay to the City or to others) a sum to be paid to the City quarterly and equivalent to the amount required to be paid by the City hereunder

to the Commission. These payments shall be made by the P.U.C. to the City as and when the City is required to make the said payments to the Commission under this Agreement.

- (e) The covenant by the P.U.C. as contained in paragraph 8 (d) hereof is made on the express condition that after the payment to the City of the said quarterly payments and of any sums required to be paid to the City for the redemption of debentures issued by the City for water works and for the payment of all interest due or accruing due thereon the P.U.C. shall not be required to pay to the City any part of its surplus presently accumulated or which shall accumulate from time to time during the term of this agreement up to the date of the termination of this agreement, notwithstanding anything contained in any Act of the Ontario Legislature to the contrary and the P.U.C. shall be entitled to hold and administer such surplus for the purpose of rate stabilization and for the other purposes of the P.U.C. pertaining to the distribution and sale of water provided any surplus now accumulated or hereafter accumulated from the date hereof to the date the pipeline commences operation by the delivery of water to the P.U.C. shall not be used by the P.U.C. for a reduction in water rates.

#### *Section D—General*

- 9. (a) This agreement shall remain in force until all obligations of the City to the Commission have been discharged to the satisfaction of the Commission, as evidenced by a certificate under the seal of the Commission. Thereafter, the assets of the Commission acquired or provided solely for the said project may, at the request of the City or the Commission, be transferred to the City or any other body constituted for the distribution of water in the project area, together with the City's share of the reserve account upon such terms as the City and participant municipalities may agree and in default of agreement, subject to arbitration in the manner provided by section 40 (3) of *The Ontario Water Resources Commission Act, 1957*.
- (b) In the event that the project is turned over to such other body, the City shall be compensated for its equity. The equity of the City shall be calculated for the purpose of determining the payment which is to be made to the City for such equity and failing agreement thereon the matter shall be subject to arbitration in the manner provided by section 40 (3) of *The Ontario Water Resources Commission Act, 1957*.
- (c) Where, however, the project shall hereafter serve Municipalities or persons other than the City, neither shall this agreement terminate nor shall the ownership of the said assets be transferred unless and until it is shown to the satisfaction of the Commission that:
  - (i) All the obligations to the Commission of such other participants in respect of this project have been discharged or provided for, or the City has relieved and will indemnify the Commission from any obligations which the Commission may have arising in any way out of the participation in the project by such other participants;
  - (ii) The City has agreed with each of such other participants of this project as to the terms and conditions under which the City will take over the assets as aforesaid;
  - (iii) Any indebtedness of the other Municipalities of this project in respect to the water works project has been assigned to the City.

- (d) When and if the project is vested in the City, or other body, as provided in paragraph 9 (a) above, the City or such other body shall have the right and be empowered to hold and own lands, chattels and interests thereon belonging thereto and thereafter acquired therefor wherever situate and the P.U.C. or such other body shall have the right and be empowered to operate and carry on the project as constituted at any time, and to sell and supply water therefrom to others, and to make agreements with regard thereto.
  - (e) If the powers of the P.U.C. in the City of London should be at any time determined, such rights, powers, privileges and obligations under this Agreement shall vest in the City.
10. (a) The Commission may, but only after prior consultation with the P.U.C. and the City, permit any other municipality, person or persons to connect directly or indirectly to the project on such equitable terms and conditions as the Commission may see fit, but if the P.U.C., the City and the Commission do not agree thereon the matters shall be the subject of arbitration in the manner provided by section 40 (3) of *The Ontario Water Resources Commission Act, 1957*. It shall not be held that the project contemplated under this Agreement is exclusively for the purpose of the City and for such purpose the Commission shall have power to extend, alter or enlarge the project as it deems necessary provided that no additional capital costs therefor shall be charged to the City and further provided always that the amount of water as specified in Clause 5 (a) above be delivered to the City and the pressure thereof shall not be thereby diminished.
- (b) In the event that the Commission shall permit any other municipality, person or persons to connect as aforesaid, the Commission in readjusting the proportion payable by the City shall have regard, *inter alia*, to the amount of capital costs of the project already paid off, to the age of the project and to the needs of the party or parties so permitted to connect subject to the right of the City to arbitrate the same under Section 40 (3) of *The Ontario Water Resources Commission Act, 1957*.
11. The appropriate share of earnings on the Ontario Water Resources Commission Reserve Account and on the investment thereof shall be allocated and credited to the Reserve Account referred to in Clause 7, in accordance with Section 43 (3) of *The Ontario Water Resources Commission Act, 1957*.
12. The City and the P.U.C. are hereby declared to have the right to carry out the terms and conditions of this Agreement.

IN WITNESS WHEREOF the Commission, the City and the P.U.C. have caused this agreement to be executed by the affixing of their corporate seals attested by the signatures of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND  
DELIVERED

In the Presence of

THE ONTARIO WATER RESOURCES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*

THE CORPORATION OF THE CITY OF LONDON by:

.....  
*Mayor.*

.....  
*City Clerk.*

THE LONDON PUBLIC UTILITIES COMMISSION by:

.....  
*Chairman.*

.....  
*Secretary.*

*Schedule "A" to the Preliminary and Project Agreements*

## Description of Project:

- (a) An intake at Lake Huron of 60" diameter, located within the approximate distance of five miles of the river mouth at Grand Bend;
- (b) A filtration plant at Lake Huron having an initial capacity of approximately 10 MGD;
- (c) A right-of-way for the water pipeline approximately 100' wide;
- (d) A pipeline 36" in diameter from Lake Huron to the City of London following the most economical route consistent with good engineering practice;
- (e) A storage reservoir, at or near London, having a capacity of 10 MG, if required after engineering studies;
- (f) A booster station or stations located between Lake Huron and London, having an initial capacity of approximately 10 MGD.
- (g) All the aforesaid with such variations as to measurements, sizes and capacities of pipeline, plant and equipment as the Engineers may recommend.

An Act respecting  
the City of London

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*1st Reading*

February 17th, 1959

*2nd Reading*

March 17th, 1959

*3rd Reading*

March 25th, 1959

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MR. JACKSON

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting the City of Owen Sound**

---

MR. COWLING

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(PRIVATE BILL)





No. PR. 19

1959

# BILL

## An Act respecting the City of Owen Sound

**W**HEREAS The Corporation of the City of Owen Sound <sup>Preamble</sup> by its petition has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** By-laws may be passed by the council of The Corporation of the City of Owen Sound, without the assent of the municipal electors, <sup>Fluoridation of municipal water supply authorized</sup>

- (a) for establishing, operating and maintaining a system comprising equipment and materials for the addition of a chemical compound to release fluoride ions into the municipal water supply whether the water is supplied to inhabitants of the City of Owen Sound or to inhabitants of other municipalities and whether the water is supplied directly to the inhabitants of such other municipalities or to the corporations thereof; and
- (b) to entrust the establishment, maintenance and operation of the system referred to in clause *a* to The Public Utilities Commission of the City of Owen Sound.

**2.** This Act comes into force on the day it receives Royal Assent. <sup>Commencement</sup>

**3.** This Act may be cited as *The City of Owen Sound Act*, <sup>Short title</sup> 1959.

An Act respecting the  
City of Owen Sound

*1st Reading*

*2nd Reading*

*3rd Reading*

MR. COWLING

*(Private Bill)*

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

## BILL

An Act respecting The Corporation of the Synod of  
Hamilton and London of The Presbyterian Church  
in Canada

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Mr. MACKENZIE

---

(PRIVATE BILL)

100

100

100

100

No. Pr20

1959

# BILL

## An Act respecting The Corporation of the Synod of Hamilton and London of The Presbyterian Church in Canada

**W**HEREAS The Corporation of the Synod of Hamilton Preamble  
and London of The Presbyterian Church in Canada  
Limited, herein called "the company", by its petition has  
represented that it was incorporated by letters patent dated  
the 22nd day of May, 1958, as a private company under and  
subject to the provisions of subsection 2 of section 3 of *The* 1953, c. 19  
*Corporations Act, 1953*; and that the nature of the work to  
be undertaken by it is charitable and not for purposes of  
private gain or profit, namely, to undertake and assist in the  
work of Church Extension of The Presbyterian Church in  
Canada within the bounds of the Synod of Hamilton and  
London of the said Church; and that, in order that it may  
effectually carry out its charitable purposes, it is desirable  
that its powers be enlarged, that its objects as set out in the  
letters patent be varied, that certain restrictions be attached  
to the holding and transfer of shares and the distribution of  
assets in the event of the winding-up or dissolution of the  
company, and that it should not be required to use the word  
"Limited" as part of its corporate name but should be per-  
mitted to change its corporate name to "The Corporation  
of the Synod of Hamilton and London of The Presbyterian  
Church in Canada"; and whereas the petitioner has prayed  
that special legislation be passed for such purposes; and  
whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

1. Notwithstanding the provisions of the letters patent of Company  
the company and of *The Corporations Act, 1953*, powers  
enlarged  
and objects  
varied and  
holding of  
shares  
restricted
  - (a) the number of shareholders of the company shall not  
be limited;

- (b) the company shall not be prohibited from making invitation to the public to subscribe for its shares or securities;
- (c) the company shall not be restricted to issuing securities to its shareholders only or to borrowing money on the security of its property from its shareholders only;
- (d) the company shall not be required to use the word "Limited" as part of its corporate name, so that the name of the company shall be "The Corporation of the Synod of Hamilton and London of The Presbyterian Church in Canada";
- (e) the objects of the company shall be varied to include the following:
  - (i) to guarantee repayment of money loaned to congregations of The Presbyterian Church in Canada or the trustees thereof or other persons, groups, societies or corporations directly affiliated with and responsible to the Synod of Hamilton and London of The Presbyterian Church in Canada, a Presbytery or a congregation thereof, but shall not carry on the business of guarantee insurance,
  - (ii) to receive gifts and donations for the purposes of Church Extension within the bounds of the said Synod;
- (f) no share of the capital stock of the company shall be held by, or in trust for, or be in any way under the control of a person who is not a member of the Synod of Hamilton and London of The Presbyterian Church in Canada or a director of the company;
- (g) no person shall be entitled to hold more than one share of the capital stock of the company;
- (h) if any shareholder dies or becomes bankrupt or of unsound mind or ceases to be a member of the Synod, his share shall be transferred to such member of the Synod not then a registered holder of a share of the capital stock of the company as the directors of the company shall by resolution nominate, and, if the share is not so transferred within ten days after notice in writing by the directors to the registered holder thereof or to his personal representatives,

as the case may be, of such nomination, the directors shall appoint some person to transfer the share to the nominee at and for the consideration of \$1 to be paid to the registered holder or his personal representatives, as the case may be, and a transfer by such person shall be effective and the transferee shall be registered as the holder of the share and as against the former registered holder and all persons claiming through him shall be absolutely entitled to the same, and after such registration the regularity of the proceedings shall not be questioned;

- (i) no dividends or profits shall be paid in respect of any shares of the capital stock of the company or to the holders thereof and the net profits of the company shall be used solely for the purpose of undertaking and assisting in the work of Church Extension of The Presbyterian Church in Canada within the bounds of the Synod of Hamilton and London of the said Church;
- (j) if upon winding-up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the shareholders but shall be given or transferred to The Trustee Board of The Presbyterian Church in Canada to be used for the purposes of the said Church.

**2.** This Act comes into force on the day it receives Royal Commence-  
Assent. ment

**3.** This Act may be cited as *The Corporation of the Synod* Short title  
*of Hamilton and London of The Presbyterian Church in Canada*  
*Act, 1959.*







BILL

An Act respecting  
The Corporation of the Synod of  
Hamilton and London of  
The Presbyterian Church in Canada

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. MACKENZIE

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

## **BILL**

**An Act respecting The Corporation of the Synod of  
Hamilton and London of The Presbyterian Church  
in Canada**

---

MR. MACKENZIE

---



No. Pr20

1959

# BILL

## An Act respecting The Corporation of the Synod of Hamilton and London of The Presbyterian Church in Canada

**W**HEREAS The Corporation of the Synod of Hamilton <sup>Preamble</sup> and London of The Presbyterian Church in Canada Limited, herein called "the company", by its petition has represented that it was incorporated by letters patent dated the 22nd day of May, 1958, as a private company under and subject to the provisions of subsection 2 of section 3 of *The Corporations Act, 1953*; and that the nature of the work to be undertaken by it is charitable and not for purposes of private gain or profit, namely, to undertake and assist in the work of Church Extension of The Presbyterian Church in Canada within the bounds of the Synod of Hamilton and London of the said Church; and that, in order that it may effectually carry out its charitable purposes, it is desirable that its powers be enlarged, that its objects as set out in the letters patent be varied, that certain restrictions be attached to the holding and transfer of shares and the distribution of assets in the event of the winding-up or dissolution of the company, and that it should not be required to use the word "Limited" as part of its corporate name but should be permitted to change its corporate name to "The Corporation of the Synod of Hamilton and London of The Presbyterian Church in Canada"; and whereas the petitioner has prayed that special legislation be passed for such purposes; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Notwithstanding the provisions of the letters patent of the company and of *The Corporations Act, 1953*,
 

<sup>Company powers enlarged and objects varied and holding of shares restricted</sup>

  - (a) the number of shareholders of the company shall not be limited;

- (b) the company shall not be prohibited from making invitation to the public to subscribe for its shares or securities;
- (c) the company shall not be restricted to issuing securities to its shareholders only or to borrowing money on the security of its property from its shareholders only;
- (d) the company shall not be required to use the word "Limited" as part of its corporate name, so that the name of the company shall be "The Corporation of the Synod of Hamilton and London of The Presbyterian Church in Canada";
- (e) the objects of the company shall be varied to include the following:
  - (i) to guarantee repayment of money loaned to congregations of The Presbyterian Church in Canada or the trustees thereof or other persons, groups, societies or corporations directly affiliated with and responsible to the Synod of Hamilton and London of The Presbyterian Church in Canada, a Presbytery or a congregation thereof, but shall not carry on the business of guarantee insurance,
  - (ii) to receive gifts and donations for the purposes of Church Extension within the bounds of the said Synod;
- (f) no share of the capital stock of the company shall be held by, or in trust for, or be in any way under the control of a person who is not a member of the Synod of Hamilton and London of The Presbyterian Church in Canada or a director of the company;
- (g) no person shall be entitled to hold more than one share of the capital stock of the company;
- (h) if any shareholder dies or becomes bankrupt or of unsound mind or ceases to be a member of the Synod, his share shall be transferred to such member of the Synod not then a registered holder of a share of the capital stock of the company as the directors of the company shall by resolution nominate, and, if the share is not so transferred within ten days after notice in writing by the directors to the registered holder thereof or to his personal representatives,

as the case may be, of such nomination, the directors shall appoint some person to transfer the share to the nominee at and for the consideration of \$1 to be paid to the registered holder or his personal representatives, as the case may be, and a transfer by such person shall be effective and the transferee shall be registered as the holder of the share and as against the former registered holder and all persons claiming through him shall be absolutely entitled to the same, and after such registration the regularity of the proceedings shall not be questioned;

- (i) no dividends or profits shall be paid in respect of any shares of the capital stock of the company or to the holders thereof and the net profits of the company shall be used solely for the purpose of undertaking and assisting in the work of Church Extension of The Presbyterian Church in Canada within the bounds of the Synod of Hamilton and London of the said Church;
- (j) if upon winding-up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the shareholders but shall be given or transferred to The Trustee Board of The Presbyterian Church in Canada to be used for the purposes of the said Church.

**2.** This Act comes into force on the day it receives Royal <sup>Commence-</sup> Assent.<sub>ment</sub>

**3.** This Act may be cited as *The Corporation of the Synod of Hamilton and London of The Presbyterian Church in Canada Act, 1959.* <sup>Short title</sup>







An Act respecting  
The Corporation of the Synod of  
Hamilton and London of  
The Presbyterian Church in Canada

---

*1st Reading*

February 10th, 1959

*2nd Reading*

February 20th, 1959

*3rd Reading*

March 3rd, 1959

---

MR. MACKENZIE

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting the Town of Chesley

---

MR. WHICHER

---

(PRIVATE BILL)



No. Pr21

1959

# BILL

## An Act respecting the Town of Chesley

**W**HEREAS The Corporation of the Town of Chesley Preamble  
by its petition has prayed for special legislation in  
respect of the matter hereinafter set forth; and whereas it is  
expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

**1.** The purchase by The Corporation of the Town of Chesley Purchase  
of lands  
validated  
of the lands described in the instrument registered in the  
Registry Office for the Registry Division of the County of  
Bruce as No. 8538 for the Town of Chesley from Silknet  
Limited on the 31st day of December, 1957, is ratified, con-  
firmed and declared to be legal, valid and binding, and the  
conveyance of the lands to the Town of Chesley, dated  
December 31, 1957, and registered in the said Registry  
Office as No. 8538 for the Town of Chesley, shall be deemed  
to have had the effect of vesting the lands in The Corporation  
of the Town of Chesley in fee simple as if the same had been  
acquired under paragraph 63 of subsection 1 of section 388 of  
*The Municipal Act*. R.S.O. 1950,  
c. 243

**2.** This Act comes into force on the day it receives Royal Commence-  
ment  
Assent.

**3.** This Act may be cited as *The Town of Chesley Act, 1959*. Short title

An Act respecting the Town of Chesley

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. WHICHER

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

**An Act respecting the Town of Chesley**

---

MR. WHICHER

---

*(Reprinted as amended by the Committee on Private Bills)*





No. Pr21

1959

# BILL

## An Act respecting the Town of Chesley

**W**HEREAS The Corporation of the Town of Chesley <sup>Preamble</sup> by its petition has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. The purchase by The Corporation of the Town of Chesley <sup>Purchase of lands validated</sup> of the lands described in the instrument registered in the Registry Office for the Registry Division of the County of Bruce as No. 8538 for the Town of Chesley from Silknit Limited on the 31st day of December, 1957, is ratified, confirmed and declared to be legal, valid and binding, and the conveyance of the lands to the Town of Chesley, dated December 31, 1957, and registered in the said Registry Office as No. 8538 for the Town of Chesley, shall be deemed to have had the effect of vesting the lands in The Corporation of the Town of Chesley in fee simple as if the same had been acquired under paragraph 63 of subsection 1 of section 388 of *The Municipal Act*.

R.S.O. 1950,  
c. 243

2. The agreement dated the 5th day of February, 1957, <sup>Agreement confirmed</sup> between The Corporation of the Town of Chesley and Peerless Textile Products Company Limited, set forth as the Schedule hereto, is hereby confirmed and declared to be legal, valid and binding without the approval of the Department of Municipal Affairs.

3. The Corporation of the Town of Chesley has and shall <sup>Temporary borrowing authorized</sup> be deemed to have had authority to make temporary borrowings with respect to the purchase and sale of the lands referred to in section 1.

4. This Act comes into force on the day it receives Royal <sup>Commence-  
ment</sup> Assent.

5. This Act may be cited as *The Town of Chesley Act, 1959*. <sup>Short title</sup>

## SCHEDULE

THIS INDENTURE, made the fifth day of February, 1957, in pursuance of *The Short Forms of Leases Act*:

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWN OF  
CHESLEY, herein called the Lessor,

OF THE FIRST PART,

—and—

PEERLESS TEXTILE PRODUCTS COMPANY LIMITED, of  
the City of Toronto in the County of York, herein called  
the Lessee,

OF THE SECOND PART.

WITNESSETH that in consideration of the Rents, Covenants and Agreements hereinafter respectively reserved and contained on the part of the said Lessee, its successors and assigns, to be respectively paid, observed and performed, the said Lessor hath demised and leased and by these presents doth demise and lease unto the said Lessee, its successors and assigns, all that messuage or tenement situate, lying and being in the Town of Chesley in the County of Bruce and Province of Ontario and being composed of part of Park Lot "V" in the said Town of Chesley, more particularly described as follows, that is to say:—

COMMENCING at the north-westerly corner of said Park Lot "V"; Thence southerly along the westerly limit of said Park Lot "V" a distance of one hundred and ninety-eight (198) feet to a point; Thence in an easterly direction parallel to the northerly limit of said Lot a distance of eighty (80) feet to a point; Thence in a northerly direction parallel with the westerly boundary of said Lot a distance of one hundred and ninety-eight (198) feet more or less to the northerly limit of said Lot; Thence in a westerly direction along the northerly limit of said Lot a distance of eighty (80) feet more or less to the place of beginning.

TOGETHER with the building situate on the said property and all additions thereto. Which said described parcel of land is also known as Block "A", Plan 424.

TO HAVE AND TO HOLD the said demised premises for and during the term of five years to be computed from the First day of March, One Thousand Nine Hundred and Fifty-seven and thenceforth next ensuing, and fully to be completed and ended on the 28th day of February, 1962.

YIELDING AND PAYING therefor yearly and every year during the said term unto the said Lessor, its successors or assigns, the sum of One Thousand (\$1,000.00) dollars of lawful money of Canada, without any deduction, defalcation or abatement whatsoever to be payable half-yearly in advance on the following days and times, that is to say: The first payment of \$500.00 shall be paid on the date hereof (the receipt whereof is hereby acknowledged by the Lessor), Five Hundred (\$500.00) shall become due and be paid on the First day of September, 1957, and Five Hundred (\$500.00) dollars shall become due and be paid half-yearly thereafter on the First days of March and September in each year of the term hereby created until and including the first day of September, 1961.

THE LESSEE COVENANTS THAT, notwithstanding anything in Section 29 of Chapter 199 of the Revised Statutes of Ontario, 1950, or in any other section of the said Act, or in any other Act now in force or which may hereafter be passed, none of the goods or chattels of the Lessee on the premises at any time during the said term or any renewal thereof shall be

exempt from levy by distress for rent in arrear by the Lessee as provided for by any Act above mentioned or referred to. And that upon any claim being made for such exemption by the Lessee, or on distress being made by the Lessor, this Covenant may be pleaded as an estoppel against the Lessee in any action brought to test the right to the levying upon any such goods as are named as exempted in any of the said Acts, the Lessee waiving as it hereby does, every benefit that might have accrued to it under any section of the said Acts but for the above covenant.

The said Lessor Covenants to instal a new roof on the 45' x 41' flat roof section lying immediately south of and adjacent to the main brick building.

AND the said Lessor Covenants with the said Lessee that it will pay all real property tax against the said lands and tenements.

AND the said Lessor Covenants with the said Lessee for Quiet Enjoyment.

THE SAID LESSEE COVENANTS with the said Lessor to pay rent.

AND to pay water rates, garbage collection and all electric light and power.

AND to keep the building in good repair, reasonable wear and tear and damage by fire, lightning, tempest, riot, civil commotion, explosion, force majeure and structural defects and weakness only excepted.

AND to keep up fences.

AND not to commit waste.

AND to pay such business tax as may be assessed against the said premises from time to time.

AND that the said Lessor may enter and view the state of repair.

AND that it will provide all necessary heat for the building.

AND that the said Lessee will repair according to Notice in Writing, reasonable wear and tear and damage by fire, lightning, tempest, riot, civil commotion, explosion, force majeure and structural defects and weakness only excepted.

AND will not assign or sub-let without leave, provided that such leave shall not be unreasonably withheld.

AND will not carry on any business that shall create a nuisance on the said premises.

AND that it will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning, tempest, riot, civil commotion, explosion, force majeure and structural defects and weakness only excepted.

PROVIDED that the Lessee may remove its fixtures.

PROVIDED that in the event of damage by fire, lightning, tempest, riot, civil commotion, explosion, force majeure and structural defects and weaknesses, rent and other obligations of the Lessee hereunder shall cease until the premises are rebuilt.

PROVISO for re-entry by the said Lessor on non-payment of Rent or non-performance of covenants.

AND THE SAID LESSEE AGREES with the said Lessor that in consideration of the said Lease (and the covenants therein contained and to be performed by the Lessor) that at the expiration of the said term it will purchase the said demised premises for the sum of Fifteen Thousand (\$15,000.00) dollars, payable as follows: \$5,000.00 upon the expiration

of the said term and the balance of \$10,000.00 within three years thereafter with interest at the then prevailing rate upon such portion of the said purchase price as remains from time to time unpaid, provided that said rate of interest shall not exceed Six per centum (6%) per annum.

IN WITNESS WHEREOF the said Parties hereto have hereunto affixed their Corporate Seals attested by their proper officers in that behalf.

PEERLESS TEXTILE PRODUCTS CO. LTD.:

(Seal) J. K. ABRAHAM,  
*Director.*  
GEO. K. AZIZ.

(Seal) E. G. REABURN,  
*Mayor.*  
GEO. GRABB,  
*Clerk.*

Y. 426 (1800-1810) pp. 1-100 of C. 100-103

An Act respecting the Town of Chesley

---

*1st Reading*

February 10th, 1959

*2nd Reading*

*3rd Reading*

---

MR. WHICHER

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*(Reprinted as amended by the Committee  
on Private Bills)*

No. Pr21

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting the Town of Chesley

---

MR. WHICHER

---





No. Pr21

1959

# BILL

## An Act respecting the Town of Chesley

**W**HEREAS The Corporation of the Town of Chesley Preamble by its petition has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. The purchase by The Corporation of the Town of Chesley Purchase of lands validated of the lands described in the instrument registered in the Registry Office for the Registry Division of the County of Bruce as No. 8538 for the Town of Chesley from Silknit Limited on the 31st day of December, 1957, is ratified, confirmed and declared to be legal, valid and binding, and the conveyance of the lands to the Town of Chesley, dated December 31, 1957, and registered in the said Registry Office as No. 8538 for the Town of Chesley, shall be deemed to have had the effect of vesting the lands in The Corporation of the Town of Chesley in fee simple as if the same had been acquired under paragraph 63 of subsection 1 of section 388 of *The Municipal Act*. R.S.O. 1950, c. 243

2. The agreement dated the 5th day of February, 1957, Agreement confirmed between The Corporation of the Town of Chesley and Peerless Textile Products Company Limited, set forth as the Schedule hereto, is hereby confirmed and declared to be legal, valid and binding without the approval of the Department of Municipal Affairs.

3. The Corporation of the Town of Chesley has and shall Temporary borrowing authorized be deemed to have had authority to make temporary borrowings with respect to the purchase and sale of the lands referred to in section 1.

4. This Act comes into force on the day it receives Royal Commencement Assent.

5. This Act may be cited as *The Town of Chesley Act, 1959*. Short title

## SCHEDULE

THIS INDENTURE, made the fifth day of February, 1957, in pursuance of *The Short Forms of Leases Act*:

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWN OF  
CHESLEY, herein called the Lessor,

OF THE FIRST PART,

--and--

PEERLESS TEXTILE PRODUCTS COMPANY LIMITED, of  
the City of Toronto in the County of York, herein called  
the Lessee,

OF THE SECOND PART.

WITNESSETH that in consideration of the Rents, Covenants and Agreements hereinafter respectively reserved and contained on the part of the said Lessee, its successors and assigns, to be respectively paid, observed and performed, the said Lessor hath demised and leased and by these presents doth demise and lease unto the said Lessee, its successors and assigns, all that messuage or tenement situate, lying and being in the Town of Chesley in the County of Bruce and Province of Ontario and being composed of part of Park Lot "V" in the said Town of Chesley, more particularly described as follows, that is to say:—

COMMENCING at the north-westerly corner of said Park Lot "V"; Thence southerly along the westerly limit of said Park Lot "V" a distance of one hundred and ninety-eight (198) feet to a point; Thence in an easterly direction parallel to the northerly limit of said Lot a distance of eighty (80) feet to a point; Thence in a northerly direction parallel with the westerly boundary of said Lot a distance of one hundred and ninety-eight (198) feet more or less to the northerly limit of said Lot; Thence in a westerly direction along the northerly limit of said Lot a distance of eighty (80) feet more or less to the place of beginning.

TOGETHER with the building situate on the said property and all additions thereto. Which said described parcel of land is also known as Block "A", Plan 424.

TO HAVE AND TO HOLD the said demised premises for and during the term of five years to be computed from the First day of March, One Thousand Nine Hundred and Fifty-seven and thenceforth next ensuing, and fully to be completed and ended on the 28th day of February, 1962.

YIELDING AND PAYING therefor yearly and every year during the said term unto the said Lessor, its successors or assigns, the sum of One Thousand (\$1,000.00) dollars of lawful money of Canada, without any deduction, defalcation or abatement whatsoever to be payable half-yearly in advance on the following days and times, that is to say: The first payment of \$500.00 shall be paid on the date hereof (the receipt whereof is hereby acknowledged by the Lessor), Five Hundred (\$500.00) shall become due and be paid on the First day of September, 1957, and Five Hundred (\$500.00) dollars shall become due and be paid half-yearly thereafter on the First days of March and September in each year of the term hereby created until and including the first day of September, 1961.

THE LESSEE COVENANTS THAT, notwithstanding anything in Section 29 of Chapter 199 of the Revised Statutes of Ontario, 1950, or in any other section of the said Act, or in any other Act now in force or which may hereafter be passed, none of the goods or chattels of the Lessee on the premises at any time during the said term or any renewal thereof shall be

exempt from levy by distress for rent in arrear by the Lessee as provided for by any Act above mentioned or referred to. And that upon any claim being made for such exemption by the Lessee, or on distress being made by the Lessor, this Covenant may be pleaded as an estoppel against the Lessee in any action brought to test the right to the levying upon any such goods as are named as exempted in any of the said Acts, the Lessee waiving as it hereby does, every benefit that might have accrued to it under any section of the said Acts but for the above covenant.

The said Lessor Covenants to instal a new roof on the 45' x 41' flat roof section lying immediately south of and adjacent to the main brick building.

AND the said Lessor Covenants with the said Lessee that it will pay all real property tax against the said lands and tenements.

AND the said Lessor Covenants with the said Lessee for Quiet Enjoyment.

THE SAID LESSEE COVENANTS with the said Lessor to pay rent.

AND to pay water rates, garbage collection and all electric light and power.

AND to keep the building in good repair, reasonable wear and tear and damage by fire, lightning, tempest, riot, civil commotion, explosion, force majeure and structural defects and weakness only excepted.

AND to keep up fences.

AND not to commit waste.

AND to pay such business tax as may be assessed against the said premises from time to time.

AND that the said Lessor may enter and view the state of repair.

AND that it will provide all necessary heat for the building.

AND that the said Lessee will repair according to Notice in Writing, reasonable wear and tear and damage by fire, lightning, tempest, riot, civil commotion, explosion, force majeure and structural defects and weakness only excepted.

AND will not assign or sub-let without leave, provided that such leave shall not be unreasonably withheld.

AND will not carry on any business that shall create a nuisance on the said premises.

AND that it will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning, tempest, riot, civil commotion, explosion, force majeure and structural defects and weakness only excepted.

PROVIDED that the Lessee may remove its fixtures.

PROVIDED that in the event of damage by fire, lightning, tempest, riot, civil commotion, explosion, force majeure and structural defects and weaknesses, rent and other obligations of the Lessee hereunder shall cease until the premises are rebuilt.

PROVISO for re-entry by the said Lessor on non-payment of Rent or non-performance of covenants.

AND THE SAID LESSEE AGREES with the said Lessor that in consideration of the said Lease (and the covenants therein contained and to be performed by the Lessor) that at the expiration of the said term it will purchase the said demised premises for the sum of Fifteen Thousand (\$15,000.00) dollars, payable as follows: \$5,000.00 upon the expiration

of the said term and the balance of \$10,000.00 within three years thereafter with interest at the then prevailing rate upon such portion of the said purchase price as remains from time to time unpaid, provided that said rate of interest shall not exceed Six per centum (6%) per annum.

IN WITNESS WHEREOF the said Parties hereto have hereunto affixed their Corporate Seals attested by their proper officers in that behalf.

PEERLESS TEXTILE PRODUCTS CO. LTD.:

(Seal) J. K. ABRAHAM,  
*Director.*  
GEO. K. AZIZ.

(Seal) E. G. REABURN,  
*Mayor.*  
GEO. GRABB,  
*Clerk.*



An Act respecting the Town of Chesley

---

*1st Reading*

February 10th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

---

MR. WHICHER

---

No. Pr22

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

**BILL**  
An Act respecting  
**The Royal Victoria Hospital of Barrie**

---

MR. JOHNSTON (Simcoe Centre)

---

(PRIVATE BILL)





No. Pr22

1959

# BILL

## An Act respecting The Royal Victoria Hospital of Barrie

**W**HEREAS The Royal Victoria Hospital of Barrie by Preamble  
its petition has prayed for special legislation in respect  
of the matter hereinafter set forth; and whereas it is expedient  
to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

**1.** *The Royal Victoria Hospital of Barrie Act, 1958* is 1958, c. 151,  
amended amended by adding thereto the following sections:

**1a.** The councils of the corporations of the City of Annual  
grants  
authorized  
Barrie, the Village of Elmvale, the townships of  
Essa, Flos, Oro, Sunnidale and Vespra, all in the  
County of Simcoe, are hereby authorized and em-  
powered to pass by-laws for granting aid for the  
erection of additions to, equipment of and main-  
tenance of The Royal Victoria Hospital of Barrie  
by means of a series of annual grants whether or not  
the amounts of the same are ascertained at the time  
of the passing of said by-laws.

**1b.** Subsection 1 of section 300 of *The Municipal Act* Application  
of  
R.S.O. 1950,  
c. 243,  
s. 300,  
subs. 1  
shall not apply to by-laws passed pursuant to  
section 1a or any debts created thereby.

**2.** This Act comes into force on the day it receives Royal Commence-  
ment  
Assent.

**3.** This Act may be cited as *The Royal Victoria Hospital* Short title  
of Barrie Act, 1959.

An Act respecting The Royal  
Victoria Hospital of Barrie

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. JOHNSTON (Simcoe Centre)

---

*(Private Bill)*

No. Pr23

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting the Township of Michipicoten

---

MR. LYONS

---

*(Private Bill)*

---

TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



No. Pr23

1959

# BILL

## An Act respecting the Township of Michipicoten

**W**HEREAS The Corporation of the Township of Michipicoten by its petition has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Preamble

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** The council of The Corporation of the Township of Michipicoten may, without submitting the same to a vote of the electors qualified to vote on money by-laws, pass a by-law or by-laws,

By-laws for  
police  
housing  
and  
debentures

- (a) for authorizing the acquisition of lands for and the erection of four residential units for accommodation of permanent police department personnel;
- (b) for authorizing the advance of funds out of current revenue not exceeding in the aggregate \$20,000 to be secured by second mortgages in such residential units; and
- (c) for authorizing the borrowing of an amount not exceeding \$48,000 in the aggregate and for issuing debentures therefor upon the credit of the Township without obtaining the approval of the Ontario Municipal Board and without the recital of the Municipal Board approval therein.

**2.** By-laws when duly passed under this Act shall be legally valid and binding upon The Corporation of the Township of Michipicoten and the ratepayers thereof.

By-laws  
binding

**3.** This Act shall be deemed to have come into force on the 1st day of January, 1959.

Commence-  
ment

**4.** This Act may be cited as *The Township of Michipicoten Act, 1959*.

Short title

An Act respecting  
the Township of Michipicoten

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. LYONS

---

(*Private Bill*)

No. Pr23

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# **BILL**

**An Act respecting the Township of Michipicoten**

---

MR. LYONS

---

---

TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr23

1959

# BILL

## An Act respecting the Township of Michipicoten

**W**HEREAS The Corporation of the Township of Michipicoten by its petition has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition; Preamble

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. The council of The Corporation of the Township of Michipicoten may, without submitting the same to a vote of the electors qualified to vote on money by-laws, pass a by-law or by-laws, By-laws for  
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debentures

- (a) for authorizing the acquisition of lands for and the erection of four residential units for accommodation of permanent police department personnel;
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- (c) for authorizing the borrowing of an amount not exceeding \$48,000 in the aggregate and for issuing debentures therefor upon the credit of the Township without obtaining the approval of the Ontario Municipal Board and without the recital of the Municipal Board approval therein.

2. By-laws when duly passed under this Act shall be legally valid and binding upon The Corporation of the Township of Michipicoten and the ratepayers thereof. By-laws  
binding

3. This Act shall be deemed to have come into force on the 1st day of January, 1959. Commence-  
ment

4. This Act may be cited as *The Township of Michipicoten Act, 1959*. Short title

An Act respecting  
the Township of Michipicoten

---

*1st Reading*

February 12th, 1959

*2nd Reading*

February 20th, 1959

*3rd Reading*

March 3rd, 1959

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MR. LYONS

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting the Town of Bowmanville**

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MR. FOOTE

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(PRIVATE BILL)



No. Pr24

1959

# BILL

## An Act respecting the Town of Bowmanville

**W**HEREAS The Corporation of the Town of Bowmanville <sup>Preamble</sup> by its petition has represented that the council of the Town has constructed certain sidewalks, watermains and sanitary sewers and has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. By-law No. 1709 passed by The Corporation of the <sup>Debenture</sup> Town of Bowmanville on the 16th day of January, 1959, set <sup>by-law</sup> forth as the Schedule hereto, authorizing the issue of debentures of the Corporation in the principal amount of \$46,640 to pay the cost of constructing sidewalks, watermains and sanitary sewers, is hereby confirmed and declared to be legal, valid and binding upon the Corporation and the ratepayers thereof.

2. By-law No. 1709 of The Corporation of the Town of <sup>Application</sup> Bowmanville shall be legal, valid and binding on The Cor- <sup>of</sup> poration of the Town of Bowmanville notwithstanding <sup>R.S.O. 1950,</sup> ss. 67, 68 <sup>c. 262,</sup> sections 67 and 68 of *The Ontario Municipal Board Act*.

3. This Act comes into force on the day it receives Royal <sup>Commence-</sup> Assent. <sup>ment</sup>

4. This Act may be cited as *The Town of Bowmanville Act*, <sup>Short title</sup> 1959.

## SCHEDULE

### THE CORPORATION OF THE TOWN OF BOWMANVILLE

#### BY-LAW No. 1709

BEING A BY-LAW authorizing the issue of debentures in the principal amount of \$46,640.01 to pay the cost of construction of certain sidewalks, watermains, and sanitary sewers.

WHEREAS the Corporation of the Town of Bowmanville has caused certain sidewalks, watermains and sanitary sewers to be constructed on the streets and between the points as shown in columns 3, 4, and 5 in Schedule "A" attached hereto;

AND WHEREAS the total cost of each of such works, the Corporation's portion and the owners' portion thereof, a special rate per foot frontage and annual special rate per foot frontage have also been set out in Schedule "A" attached hereto;

AND WHEREAS it is necessary to borrow on the credit of the Corporation the aggregate amount of \$46,640.01 to pay for the said works which are estimated to have a lifetime of more than 20 years;

AND WHEREAS it is expedient to make the principal of the said debt repayable in annual instalments during the period of twenty years after the date of issue of such debentures, of such amounts respectively that, with the interest in respect of the debt, the aggregate amount payable for principal and interest in each year shall be, as nearly as possible, the same, subject to the proviso that each instalment of principal may be for an even \$100.00, \$500.00 or \$1,000.00 or multiple thereof, and that notwithstanding anything herein contained, the annual instalments of principal and interest may differ in amount sufficiently to admit therefor;

AND WHEREAS it will be necessary to raise annually the sum shown in column 4 of Schedule "B" hereto attached during the period of twenty years to pay the said yearly sum of principal and interest as they become due, of which sum shown in Column 7 of said Schedule "A" is required to pay the Corporation's portion of the cost and interest thereon, and the sum as shown in Column 8 of said Schedule "A" is required to pay the owners' portion of the cost and interest thereon;

AND WHEREAS the amount of the whole rateable property of the Municipality, according to the last revised assessment roll, is \$7,219,000.00;

AND WHEREAS the amount of the existing debenture debt of the Corporation is \$1,041,203.68, and no part of the principal or interest thereon is in arrears;

NOW THEREFORE the Municipal Council of the Corporation of the Town of Bowmanville enacts as follows:

1. That for the purpose aforesaid there shall be borrowed on the credit of the Corporation at large the sum of Fifty Thousand Dollars and debentures shall be issued therefor in denominations of not less than \$100.00 each, bearing interest at the rate of Five and Three-quarters per centum (5¾%) per annum payable annually, and having coupons attached thereto for the payment of interest.

2. The debentures shall be dated the 30th day of July, 1959, and shall be payable in twenty annual instalments on the 30th day of July in each of the years 1960 to 1979, inclusive, and the respective amounts of principal and interest payable in each of such years shall be as set forth in Schedule "B" hereto attached.

3. The debentures as to both principal and interest shall be payable in lawful money of Canada at the main branch of the Bank of Montreal in the City of Toronto, at the branch of the Bank of Montreal in the Town of Bowmanville or at the Office of the Municipal Treasurer in the Town of Bowmanville, at holder's option.

4. The said debentures shall be issued and signed by the Mayor, or some other person authorized by by-law to sign the same, and by the Treasurer, and sealed with the seal of the Corporation. The interest coupons shall be signed by the Treasurer, whose signature may be printed, engraved or lithographed on the coupons, and such printed, engraved or lithographed signature of the Treasurer shall for all purposes be deemed the signature of the said Treasurer.

5. (a) That there shall be raised in each year in which an instalment becomes due, by a special rate on all rateable property in the Municipality, a specific sum sufficient to pay the said instalment when and as it becomes due, but no greater rate shall be levied in any year for such purpose, than is required to pay the instalment after taking into account receipts from the special rate provided in clause (b) of this paragraph, or from any source in respect of the said work;

(b) For the payment of the owners' portion of the cost and interest thereon, the special assessment set forth in the special assessment roll is hereby imposed upon the lands liable therefor as therein set forth, which said special assessment with a sum sufficient to cover interest thereon at the rate aforesaid, shall be payable in twenty equal annual instalments and for that purpose the special annual rates per foot frontage set forth in Schedule "A" hereto attached, are hereby imposed upon the lots entered in the said special assessment roll, according to the assessed frontage thereof, over and above all other rates and taxes and the said special rates shall be collected annually by the Collector of taxes for the Corporation at the same time and in the same manner as other rates.

6. The said debentures may contain a clause providing for the registration thereof pursuant to Section 335 of *The Municipal Act*.

7. Pending the sale of the said debentures the head of the Council and the Treasurer may raise for the purpose aforesaid by way of loan on such debentures any sum or sums of money not exceeding in all the sum hereby authorized to be borrowed and may hypothecate such debentures for such loan.

8. This by-law shall come into force upon, from and after being validated by an Act of the Legislature of the Province of Ontario.

READ A FIRST, SECOND AND THIRD TIME and finally passed this 16th day of January, A.D. 1959.

(Sgd.) WILFRID CARRUTHERS,  
Mayor.

(Sgd.) R. B. REYNOLDS,  
Clerk.

## Schedule "A"

To By-LAW No. 1709

No.	Name of Work	Street	From	To	Total Cost	Corporation's Portion	Owners' Portion	Special Rate per ft. Frontage	Annual Special Rate per ft. Frontage	Lifetime of work	No. Installments
1	Watermain	Frederick Ave.....	Scugog St.....	650 ft. W. of Scugog St.....	\$ 3,779.45	\$ 1,910.00	\$ 1,869.45	\$ 1.65	12.68c.	21 years	20
2	Watermain	Rehder Ave.....	350 ft. W. of Scugog St.....	583 ft. W. of Scugog St.....	877.80	33.00	844.80	1.65	12.86	21 "	20
3	Watermain	Third St.....	High St.....	Liberty St.....	5,419.41	1,833.41	3,597.00	1.65	12.68	21 "	20
4	Watermain	Prospect St.....	Veterans Ave.....	348 ft. N. of Veterans Ave..	1,256.52	248.37	1,008.15	1.65	12.68	21 "	20
5	Watermain	Waverly Rd.....	769 ft. S. of King St.....	1162 ft. S. of King St.....	1,296.90	.....	1,296.90	1.65	12.68	21 "	20
6	Watermain	Concession St.....	Liberty St.....	3327 ft. E. of Liberty St....	13,171.29	2,908.29	10,263.00	1.65	12.68	21 "	20
7	Watermain	King St. E.....	620 ft. E. of Simpson Ave.	1436 ft. E. of Simpson Ave.	4,194.14	805.34	3,388.80	2.40	20.08	21 "	20
8	Watermain	St. George St.....	King St.....	Queen St.....	1,929.60	336.00	1,593.60	2.40	20.80	21 "	20
9	Watermain	Edsall Ave.....	W. limit Lot 71.....	W. limit Lot 78.....	2,031.30	886.20	1,145.10	1.65	12.68	21 "	20
10	San. Sewer	Prospect St.....	Veterans Ave.....	348 ft. N. of Veterans Ave..	1,429.90	468.30	961.60	1.60	12.30	21 "	20
11	Sidewalk	High St.....	Fourth St.....	60 ft. S. of Fourth St.....	105.60	34.85	70.75	1.32	10.00	21 "	20
12	Sidewalk	Prince St., N.S.....	Simpson Ave.....	745 ft. W. of Simpson Ave.	1,320.00	435.60	884.40	1.32	10.00	21 "	20
13	Sidewalk	Third St., N.S.....	Elgin St.....	Lamb's Lane.....	365.30	120.55	244.75	1.32	10.00	21 "	20
14	Sidewalk	High St., W.S.....	Second St.....	Third St.....	1,122.20	370.33	751.87	1.32	10.00	21 "	20
15	Sidewalk	Simpson Ave., W.S.....	Jane St.....	263 ft. N. of Jane St.....	520.74	171.84	348.90	1.32	10.00	21 "	20
16	Sidewalk	Jane St., N.S.....	Simpson Ave.....	183 ft. W. of Simpson Ave.	362.30	119.56	242.74	1.32	10.00	21 "	20
17	Sidewalk	Albert St., N.S.....	Duke St.....	172 ft. W. of Duke St.....	302.28	99.75	202.53	1.32	10.00	21 "	20
18	Sidewalk	Prince St., S.S.....	Liberty St.....	577 ft. E. of Liberty St....	1,015.52	335.12	680.40	1.32	10.00	21 "	20
19	Sidewalk	Liberty St.....	Queen St.....	Albert St.....	498.08	164.37	333.71	1.32	10.00	21 "	20
20	Sidewalk	Flett St., E.S.....	Southway Dr.....	253 ft. N. of Southway Dr.	445.28	146.94	298.34	1.32	10.00	21 "	20
21	Sidewalk	Orchardview, E.S.....	Jane St.....	Southway Dr.....	1,641.20	541.60	1,099.60	1.32	10.00	21 "	20
22	Sidewalk	Prince St., S.S.....	Simpson Ave.....	850 ft. W. of Prince St....	1,496.00	493.68	1,002.32	1.32	10.00	21 "	20
23	Sidewalk	Simpson Ave.....	Jane St.....	Southway Dr.....	2,059.20	679.54	1,379.66	1.32	10.00	21 "	20
					<b>\$46,640.01</b>	<b>\$13,131.64</b>	<b>\$33,508.37</b>				



*Schedule "B"*

To By-Law No. 1709

\$46,640.01

5¾% DEBENTURES

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1960.....	\$ 640.01	\$ 1,681.81	\$ 3,321.82
1961.....	1,000.00	2,645.00	3,645.00
1962.....	1,000.00	2,587.50	3,587.50
1963.....	2,000.00	2,530.00	4,530.00
1964.....	2,000.00	2,415.00	4,415.00
1965.....	2,000.00	2,300.00	4,300.00
1966.....	2,000.00	2,185.00	4,185.00
1967.....	2,000.00	2,070.00	4,070.00
1968.....	2,000.00	1,955.00	3,955.00
1969.....	2,000.00	1,840.00	3,840.00
1970.....	2,000.00	1,725.00	3,725.00
1971.....	2,000.00	1,610.00	3,610.00
1972.....	3,000.00	1,495.00	4,495.00
1973.....	3,000.00	1,322.50	4,322.50
1974.....	3,000.00	1,150.00	4,150.00
1975.....	3,000.00	977.50	3,977.50
1976.....	3,000.00	805.00	3,805.00
1977.....	3,000.00	632.50	3,632.50
1978.....	4,000.00	460.00	4,460.00
1979.....	4,000.00	230.00	4,230.00
	<hr/>	<hr/>	<hr/>
	\$46,640.01	\$33,616.81	\$80,256.82

BILL

An Act respecting  
the Town of Bowmanville

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. FOOTE

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# **BILL**

**An Act respecting the Town of Bowmanville**

---

MR. FOOTE

---



No. Pr24

1959

# BILL

## An Act respecting the Town of Bowmanville

**W**HEREAS The Corporation of the Town of Bowmanville <sup>Preamble</sup> by its petition has represented that the council of the Town has constructed certain sidewalks, watermains and sanitary sewers and has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. By-law No. 1709 passed by The Corporation of the <sup>Debenture by-law validated</sup> Town of Bowmanville on the 16th day of January, 1959, set forth as the Schedule hereto, authorizing the issue of debentures of the Corporation in the principal amount of \$46,640 to pay the cost of constructing sidewalks, watermains and sanitary sewers, is hereby confirmed and declared to be legal, valid and binding upon the Corporation and the ratepayers thereof.

2. By-law No. 1709 of The Corporation of the Town of <sup>Application of</sup> Bowmanville shall be legal, valid and binding on The Corporation of the Town of Bowmanville notwithstanding <sup>R.S.O. 1950, c. 262, ss. 67, 68</sup> sections 67 and 68 of *The Ontario Municipal Board Act*.

3. This Act comes into force on the day it receives Royal <sup>Commencement</sup> Assent.

4. This Act may be cited as *The Town of Bowmanville Act*, <sup>Short title</sup> 1959.

## SCHEDULE

### THE CORPORATION OF THE TOWN OF BOWMANVILLE

By-LAW No. 1709

BEING A BY-LAW authorizing the issue of debentures in the principal amount of \$46,640.01 to pay the cost of construction of certain sidewalks, watermains, and sanitary sewers.

WHEREAS the Corporation of the Town of Bowmanville has caused certain sidewalks, watermains and sanitary sewers to be constructed on the streets and between the points as shown in columns 3, 4, and 5 in Schedule "A" attached hereto;

AND WHEREAS the total cost of each of such works, the Corporation's portion and the owners' portion thereof, a special rate per foot frontage and annual special rate per foot frontage have also been set out in Schedule "A" attached hereto;

AND WHEREAS it is necessary to borrow on the credit of the Corporation the aggregate amount of \$46,640.01 to pay for the said works which are estimated to have a lifetime of more than 20 years;

AND WHEREAS it is expedient to make the principal of the said debt repayable in annual instalments during the period of twenty years after the date of issue of such debentures, of such amounts respectively that, with the interest in respect of the debt, the aggregate amount payable for principal and interest in each year shall be, as nearly as possible, the same, subject to the proviso that each instalment of principal may be for an even \$100.00, \$500.00 or \$1,000.00 or multiple thereof, and that notwithstanding anything herein contained, the annual instalments of principal and interest may differ in amount sufficiently to admit thereof;

AND WHEREAS it will be necessary to raise annually the sum shown in column 4 of Schedule "B" hereto attached during the period of twenty years to pay the said yearly sum of principal and interest as they become due, of which sum shown in Column 7 of said Schedule "A" is required to pay the Corporation's portion of the cost and interest thereon, and the sum as shown in Column 8 of said Schedule "A" is required to pay the owners' portion of the cost and interest thereon;

AND WHEREAS the amount of the whole rateable property of the Municipality, according to the last revised assessment roll, is \$7,219,000.00;

AND WHEREAS the amount of the existing debenture debt of the Corporation is \$1,041,203.68, and no part of the principal or interest thereon is in arrears;

NOW THEREFORE the Municipal Council of the Corporation of the Town of Bowmanville enacts as follows:

1. That for the purpose aforesaid there shall be borrowed on the credit of the Corporation at large the sum of Fifty Thousand Dollars and debentures shall be issued therefor in denominations of not less than \$100.00 each, bearing interest at the rate of Five and Three-quarters per centum (5¾%) per annum payable annually, and having coupons attached thereto for the payment of interest.

2. The debentures shall be dated the 30th day of July, 1959, and shall be payable in twenty annual instalments on the 30th day of July in each of the years 1960 to 1979, inclusive, and the respective amounts of principal and interest payable in each of such years shall be as set forth in Schedule "B" hereto attached.

3. The debentures as to both principal and interest shall be payable in lawful money of Canada at the main branch of the Bank of Montreal in the City of Toronto, at the branch of the Bank of Montreal in the Town of Bowmanville or at the Office of the Municipal Treasurer in the Town of Bowmanville, at holder's option.

4. The said debentures shall be issued and signed by the Mayor, or some other person authorized by by-law to sign the same, and by the Treasurer, and sealed with the seal of the Corporation. The interest coupons shall be signed by the Treasurer, whose signature may be printed, engraved or lithographed on the coupons, and such printed, engraved or lithographed signature of the Treasurer shall for all purposes be deemed the signature of the said Treasurer.

5. (a) That there shall be raised in each year in which an instalment becomes due, by a special rate on all rateable property in the Municipality, a specific sum sufficient to pay the said instalment when and as it becomes due, but no greater rate shall be levied in any year for such purpose, than is required to pay the instalment after taking into account receipts from the special rate provided in clause (b) of this paragraph, or from any source in respect of the said work;

(b) For the payment of the owners' portion of the cost and interest thereon, the special assessment set forth in the special assessment roll is hereby imposed upon the lands liable therefor as therein set forth, which said special assessment with a sum sufficient to cover interest thereon at the rate aforesaid, shall be payable in twenty equal annual instalments and for that purpose the special annual rates per foot frontage set forth in Schedule "A" hereto attached, are hereby imposed upon the lots entered in the said special assessment roll, according to the assessed frontage thereof, over and above all other rates and taxes and the said special rates shall be collected annually by the Collector of taxes for the Corporation at the same time and in the same manner as other rates.

6. The said debentures may contain a clause providing for the registration thereof pursuant to Section 335 of *The Municipal Act*.

7. Pending the sale of the said debentures the head of the Council and the Treasurer may raise for the purpose aforesaid by way of loan on such debentures any sum or sums of money not exceeding in all the sum hereby authorized to be borrowed and may hypothecate such debentures for such loan.

8. This by-law shall come into force upon, from and after being validated by an Act of the Legislature of the Province of Ontario.

READ A FIRST, SECOND AND THIRD TIME and finally passed this 16th day of January, A.D. 1959.

(Sgd.) WILFRID CARRUTHERS,  
Mayor.

(Sgd.) R. B. REYNOLDS,  
Clerk.

## Schedule "A"

To By-LAW No. 1709

No.	Name of Work	Street	From	To	Total Cost	Corporation's Portion	Owners' Portion	Special Rate per ft. Frontage	Annual Special Rate per ft. Frontage	Lifetime of work	No. Annual Installments
1	Watermain	Frederick Ave.....	Scugog St.....	650 ft. W. of Scugog St.....	\$ 3,779.45	\$ 1,910.00	\$ 1,869.45	\$1.65	12.68c.	21 years	20
2	Watermain	Rehder Ave.....	350 ft. W. of Scugog St.....	583 ft. W. of Scugog St.....	877.80	33.00	844.80	1.65	12.86	21 "	20
3	Watermain	Third St.....	High St.....	Liberty St.....	5,419.41	1,833.41	3,597.00	1.65	12.68	21 "	20
4	Watermain	Prospect St.....	Veterans Ave.....	348 ft. N. of Veterans Ave..	1,256.52	248.37	1,008.15	1.65	12.68	21 "	20
5	Watermain	Waverly Rd.....	769 ft. S. of King St.....	1162 ft. S. of King St.....	1,296.90	.....	1,296.90	1.65	12.68	21 "	20
6	Watermain	Concession St.....	Liberty St.....	3327 ft. E. of Liberty St....	13,171.29	2,908.29	10,263.00	1.65	12.68	21 "	20
7	Watermain	King St. E.....	620 ft. E. of Simpson Ave.	1436 ft. E. of Simpson Ave..	4,194.14	805.34	3,388.80	2.40	20.08	21 "	20
8	Watermain	St. George St.....	King St.....	Queen St.....	1,929.60	336.00	1,593.60	2.40	20.80	21 "	20
9	Watermain	Edsall Ave.....	W. limit Lot 71.....	W. limit Lot 78.....	2,031.30	886.20	1,145.10	1.65	12.68	21 "	20
10	San. Sewer	Prospect St.....	Veterans Ave.....	348 ft. N. of Veterans Ave..	1,429.90	468.30	961.60	1.60	12.30	21 "	20
11	Sidewalk	High St.....	Fourth St.....	60 ft. S. of Fourth St.....	105.60	34.85	70.75	1.32	10.00	21 "	20
12	Sidewalk	Prince St., N.S.....	Simpson Ave.....	745 ft. W. of Simpson Ave..	1,320.00	435.60	884.40	1.32	10.00	21 "	20
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14	Sidewalk	High St., W.S.....	Second St.....	Third St.....	1,122.20	370.33	751.87	1.32	10.00	21 "	20
15	Sidewalk	Simpson Ave., W.S.....	Jane St.....	263 ft. N. of Jane St.....	520.74	171.84	348.90	1.32	10.00	21 "	20
16	Sidewalk	Jane St., N.S.....	Simpson Ave.....	183 ft. W. of Simpson Ave..	362.30	119.56	242.74	1.32	10.00	21 "	20
17	Sidewalk	Albert St., N.S.....	Duke St.....	172 ft. W. of Duke St.....	302.28	99.75	202.53	1.32	10.00	21 "	20
18	Sidewalk	Prince St., S.S.....	Liberty St.....	577 ft. E. of Liberty St....	1,015.52	335.12	680.40	1.32	10.00	21 "	20
19	Sidewalk	Liberty St.....	Queen St.....	Albert St.....	498.08	164.37	333.71	1.32	10.00	21 "	20
20	Sidewalk	Flett St., E.S.....	Southway Dr.....	253 ft. N. of Southway Dr..	445.28	146.94	298.34	1.32	10.00	21 "	20
21	Sidewalk	Orchardview, E.S....	Jane St.....	Southway Dr.....	1,641.20	541.60	1,099.60	1.32	10.00	21 "	20
22	Sidewalk	Prince St., S.S.....	Simpson Ave.....	850 ft. W. of Prince St....	1,496.00	493.68	1,002.32	1.32	10.00	21 "	20
23	Sidewalk	Simpson Ave.....	Jane St.....	Southway Dr.....	2,059.20	679.54	1,379.66	1.32	10.00	21 "	20
					<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
					\$46,640.01	\$13,131.64	\$33,508.37				



*Schedule "B"*

To BY-LAW No. 1709

\$46,640.01

5¾% DEBENTURES

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1960.....	\$ 640.01	\$ 1,681.81	\$ 3,321.82
1961.....	1,000.00	2,645.00	3,645.00
1962.....	1,000.00	2,587.50	3,587.50
1963.....	2,000.00	2,530.00	4,530.00
1964.....	2,000.00	2,415.00	4,415.00
1965.....	2,000.00	2,300.00	4,300.00
1966.....	2,000.00	2,185.00	4,185.00
1967.....	2,000.00	2,070.00	4,070.00
1968.....	2,000.00	1,955.00	3,955.00
1969.....	2,000.00	1,840.00	3,840.00
1970.....	2,000.00	1,725.00	3,725.00
1971.....	2,000.00	1,610.00	3,610.00
1972.....	3,000.00	1,495.00	4,495.00
1973.....	3,000.00	1,322.50	4,322.50
1974.....	3,000.00	1,150.00	4,150.00
1975.....	3,000.00	977.50	3,977.50
1976.....	3,000.00	805.00	3,805.00
1977.....	3,000.00	632.50	3,632.50
1978.....	4,000.00	460.00	4,460.00
1979.....	4,000.00	230.00	4,230.00
	<hr/>	<hr/>	<hr/>
	\$46,640.01	\$33,616.81	\$80,256.82

An Act respecting  
the Town of Bowmanville

---

*1st Reading*

February 12th, 1959

*2nd Reading*

February 20th, 1959

*3rd Reading*

March 3rd, 1959

---

MR. FOOTE

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting the Township of North York

---

MR. GRAHAM

---

(PRIVATE BILL)



No. Pr25

1959

# BILL

## An Act respecting the Township of North York

**W**HEREAS The Corporation of the Township of North York, herein called the Corporation, by its petition has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition; Preamble

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** Where the council of the Corporation determines and, by by-law passed at any meeting by a vote of two-thirds of all the members thereof, declares it is desirable that a sidewalk be constructed on one side only of the street and that a certain portion, not exceeding one-third of the owners' share of the cost, be assessed on the lots fronting or abutting on the other side of the street, the council may specially assess the lands on the other side of the street in conformity with the by-law and, if a sidewalk is thereafter constructed on the other side of the street, the owners' portion of the cost shall be specially assessed in like manner and, except where inconsistent with this section, the provisions of *The Local Improvement Act* apply with respect thereto. Local improvement charge on both sides of street for sidewalk  
R.S.O. 1950, c. 215

**2.** Subsection 2 of section 1 of *The Township of North York Act, 1946*, as re-enacted by section 1 of *The Township of North York Act, 1957*, is amended by adding at the end thereof "which street lighting area may be enlarged from time to time by lands outside and adjacent to such area." 1946, c. 130, s. 1, subs. 2  
(1957, c. 147, s. 1), amended

**3.—(1)** Whenever a local improvement is carried out and an exemption is made of flankage of a lot, which flankage later becomes a frontage on the work which has been carried out, the Corporation may impose a charge of such amount as would have been assessed against such flankage had it been frontage at the time of the passing of the by-law. Charge on flankage that becomes frontage

**(2)** Notice of such charge shall be given by registered mail addressed to the then registered owner of such flankage. Notice of charge

Appeal

(3) Any person complaining that the amount of flankage in respect of which the charge is imposed is incorrect may do so in writing delivered to the Township Clerk within ten days of the mailing of the notice under subsection 2 and the Township Clerk shall forthwith transmit the same to the court of revision and give to the complainant written notice of the time and place of the hearing of the complaint posted six days prior to the date set therefor, and the court of revision shall consider the complaint and its decision thereon shall be final and binding.

When due and payable

(4) Whenever such charge is so imposed, it shall be due and payable in equal annual instalments commencing the year when the flankage becomes the frontage on the work, and for such term of years as charges were imposed by the by-law.

Period in which charges payable

(5) The annual charges imposed or collected under this section shall be limited to those which would fall due during the period of the currency of the debentures issued for such work and five years thereafter and, when collected, shall be credited to the general funds of the Corporation.

Collection of charge

R.S.O. 1950, c. 215

(6) The Corporation shall have all the powers in respect of the collection of such annual charges as it would have had had they been imposed under *The Local Improvement Act*.

Speed limits

R.S.O. 1950, c. 167

4. For the purpose of section 28 of *The Highway Traffic Act*, every highway within the Township of North York shall be deemed to be within a built-up area, provided that signs are displayed as required by the regulations under that Act respecting built-up areas.

Commencement

5. This Act comes into force on the day it receives Royal Assent.

Short title

6. This Act may be cited as *The Township of North York Act, 1959*.









An Act respecting  
the Township of North York

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. GRAHAM

---

(*Private Bill*)

No. Pr25

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

**An Act respecting the Township of North York**

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MR. GRAHAM

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*(Reprinted as amended by the Committee on Private Bills)*

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



# BILL

## An Act respecting the Township of North York

**W**HEREAS The Corporation of the Township of North York, herein called the Corporation, by its petition has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition; Preamble

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Where the council of the Corporation determines and, by by-law passed at any meeting by a vote of two-thirds of all the members thereof, declares it is desirable that a sidewalk be constructed on one side only of the street and that a certain portion, not exceeding one-third of the owners' share of the cost, be assessed on the lots fronting or abutting on the other side of the street, the council may specially assess the lands on the other side of the street in conformity with the by-law and, if a sidewalk is thereafter constructed on the other side of the street, the owners' portion of the cost shall be specially assessed in like manner and, except where inconsistent with this section, the provisions of *The Local Improvement Act* apply with respect thereto. Local improvement charge on both sides of street for sidewalk  
R.S.O. 1950, c. 215

2. Subsection 2 of section 1 of *The Township of North York Act, 1946*, as re-enacted by section 1 of *The Township of North York Act, 1957*, is amended by adding at the end thereof "which street lighting area may be enlarged from time to time by lands outside and adjacent to such area." 1946, c. 130, s. 1, subs. 2  
(1957, c. 147, s. 1), amended

3.—(1) Whenever a local improvement is carried out and an exemption is made of flankage of a lot, which flankage later becomes a frontage on the work which has been carried out, the Corporation may impose a charge of such amount as would have been assessed against such flankage had it been frontage at the time of the passing of the by-law. Charge on flankage that becomes frontage

(2) Notice of such charge shall be given by registered mail addressed to the then registered owner of such flankage. Notice of charge

## Appeal

(3) Any person complaining that the amount of flankage in respect of which the charge is imposed is incorrect may do so in writing delivered to the Township Clerk within ten days of the mailing of the notice under subsection 2 and the Township Clerk shall forthwith transmit the same to the court of revision and give to the complainant written notice of the time and place of the hearing of the complaint posted six days prior to the date set therefor, and the court of revision shall consider the complaint and its decision thereon shall be final and binding.

When due  
and  
payable

(4) Whenever such charge is so imposed, it shall be due and payable in equal annual instalments commencing the year when the flankage becomes the frontage on the work, and for such term of years as charges were imposed by the by-law.

Period in  
which  
charges  
payable

(5) The annual charges imposed or collected under this section shall be limited to those which would fall due during the period of the currency of the debentures issued for such work and five years thereafter and, when collected, shall be credited to the general funds of the Corporation.

Collection  
of charge

R.S.O. 1950,  
c. 215

(6) The Corporation shall have all the powers in respect of the collection of such annual charges as it would have had had they been imposed under *The Local Improvement Act*.

Commence-  
ment

4. This Act comes into force on the day it receives Royal Assent.

## Short title

5. This Act may be cited as *The Township of North York Act, 1959*.









An Act respecting  
the Township of North York

---

*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. GRAHAM

---

(Reprinted as amended by the  
Committee on Private Bills)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting the Township of North York

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MR. GRAHAM

---



No. Pr25

1959

# BILL

## An Act respecting the Township of North York

**W**HEREAS The Corporation of the Township of North York, herein called the Corporation, by its petition has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition; Preamble

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Where the council of the Corporation determines and, by by-law passed at any meeting by a vote of two-thirds of all the members thereof, declares it is desirable that a sidewalk be constructed on one side only of the street and that a certain portion, not exceeding one-third of the owners' share of the cost, be assessed on the lots fronting or abutting on the other side of the street, the council may specially assess the lands on the other side of the street in conformity with the by-law and, if a sidewalk is thereafter constructed on the other side of the street, the owners' portion of the cost shall be specially assessed in like manner and, except where inconsistent with this section, the provisions of *The Local Improvement Act* apply with respect thereto. Local improvement charge on both sides of street for sidewalk  
R.S.O. 1950, c. 215

2. Subsection 2 of section 1 of *The Township of North York Act, 1946*, as re-enacted by section 1 of *The Township of North York Act, 1957*, is amended by adding at the end thereof "which street lighting area may be enlarged from time to time by lands outside and adjacent to such area." 1946, c. 130, s. 1, subs. 2  
(1957, c. 147, s. 1), amended

3.—(1) Whenever a local improvement is carried out and an exemption is made of flankage of a lot, which flankage later becomes a frontage on the work which has been carried out, the Corporation may impose a charge of such amount as would have been assessed against such flankage had it been frontage at the time of the passing of the by-law. Charge on flankage that becomes frontage

(2) Notice of such charge shall be given by registered mail addressed to the then registered owner of such flankage. Notice of charge

## Appeal

(3) Any person complaining that the amount of flankage in respect of which the charge is imposed is incorrect may do so in writing delivered to the Township Clerk within ten days of the mailing of the notice under subsection 2 and the Township Clerk shall forthwith transmit the same to the court of revision and give to the complainant written notice of the time and place of the hearing of the complaint posted six days prior to the date set therefor, and the court of revision shall consider the complaint and its decision thereon shall be final and binding.

When due  
and  
payable

(4) Whenever such charge is so imposed, it shall be due and payable in equal annual instalments commencing the year when the flankage becomes the frontage on the work, and for such term of years as charges were imposed by the by-law.

Period in  
which  
charges  
payable

(5) The annual charges imposed or collected under this section shall be limited to those which would fall due during the period of the currency of the debentures issued for such work and five years thereafter and, when collected, shall be credited to the general funds of the Corporation.

Collection  
of charge

R.S.O. 1950,  
c. 215

(6) The Corporation shall have all the powers in respect of the collection of such annual charges as it would have had had they been imposed under *The Local Improvement Act*.

Commence-  
ment

4. This Act comes into force on the day it receives Royal Assent.

## Short title

5. This Act may be cited as *The Township of North York Act, 1959*.









An Act respecting  
the Township of North York

---

*1st Reading*

February 17th, 1959

*2nd Reading*

March 13th, 1959

*3rd Reading*

March 17th, 1959

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MR. GRAHAM

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting the City of Toronto

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MR. GROSSMAN

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(PRIVATE BILL)



No. Pr26

1959

# BILL

## An Act respecting the City of Toronto

**W**HEREAS The Corporation of the City of Toronto, <sup>Preamble</sup> herein called the Corporation, by its petition has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** The lease dated the 10th day of November, 1958, <sup>Lease re Forest (Public) School, confirmation of</sup> between the Corporation and The Board of Education for the City of Toronto, set forth as the Schedule hereto, is hereby confirmed and declared to be legal, valid and binding upon the parties thereto and the parties are hereby empowered to carry out their respective obligations and exercise their respective privileges thereunder.

**2.** The Corporation is authorized to pay an allowance <sup>Retirement allowance to Edward Armour as authorized</sup> upon retirement of \$1,450 annually for life to Edward Armour, clerical assistant to the Chief Coroner of Metropolitan Toronto and Supervising Coroner for the Province of Ontario, and is further authorized to enter into an agreement with Her Majesty the Queen in right of the Province of Ontario, represented by the Attorney-General, for sharing in the payment of the allowance.

**3.** By-law No. 19466, passed by the council of the Corporation on the 21st day of June, 1955, to amend <sup>By-law No. 19466 validated</sup> By-law No. 13273 of the Corporation respecting the Toronto Police Benefit Fund, is hereby declared to have been legally and validly passed by the council and to be legal, valid and binding from the date of the passing thereof.

**4.** By-law No. 19183, to amend By-law No. 10649 of the Corporation respecting the Toronto Fire Department Superannuation and Benefit Fund, and By-law No. 19184, to <sup>By-law Nos. 19183 and 19184 validated</sup> authorize an agreement between the Corporation and The

Firemen's Benefit Fund Committee by which the Corporation agreed to contribute annual amounts until the year 1984 to maintain the Fund on a sound actuarial basis, both passed by the council of the Corporation on the 14th day of June, 1954, are hereby declared to have been legally and validly passed by the council and to be legal, valid and binding from the date of the passing thereof.

Authority  
to apply  
funds  
realized  
from  
capital  
assets to  
capital  
works

5. The Corporation may reserve any or all moneys realized by it from the sale of land, buildings or other permanent assets of the Corporation and may apply such money for any undertaking, work, project, scheme, act, matter or thing, the cost or any portion of the cost of which could be raised in a subsequent year or provided by the issue of debentures, and shall not use such money for any other purpose without the approval of the Minister of Municipal Affairs.

Letting  
concessions  
in public  
parks and  
on beaches  
authorized

6. The Corporation is authorized to enter into agreements to let, for any period not exceeding ten years, the right to rent, erect or use beach umbrellas, wind-breaks, chairs, seats, beach equipment, canoes, boats, floats, souvenirs, amusement devices and other concessions within any public park or on any beach or water front under the jurisdiction of the Corporation on such terms and conditions as the council of the Corporation may prescribe.

Exemption  
from  
taxation  
for  
Y.W.C.A.  
authorized

7. The council of the Corporation may by by-law exempt from municipal taxes, except local improvement rates, the land and buildings belonging to and vested in the Young Women's Christian Association of Toronto, so long as such land and buildings are occupied by and used solely for the purposes of the Young Women's Christian Association, and such by-law may provide that it shall have effect from year to year, unless repealed, commencing on the 1st day of January, 1959.

Effect of  
tax  
exemption  
R.S.O. 1950,  
c. 24

(a) An exemption from taxes under this section shall be deemed to have the same effect as an exemption from taxes under section 4 of *The Assessment Act*.

Exemption  
from  
taxation  
for  
W.C.T.U.  
authorized

8. The council of the Corporation may by by-law exempt from municipal taxes, except local improvement rates, the land and buildings belonging to and vested in the District Union of Toronto of The Women's Christian Temperance Union, which buildings are known as Willard Hall and Willard Hall Annex, 20 and 26 Gerrard Street East, Toronto, so long as such land and buildings are occupied by and used solely for the purposes of the District Union of Toronto of The

Women's Christian Temperance Union, and such by-law may provide that it shall have effect from year to year, unless repealed, commencing on the 1st day of January, 1958.

- (a) An exemption from taxes under this section shall be deemed to have the same effect as an exemption from taxes under section 4 of *The Assessment Act*. Effect of tax exemption R.S.O. 1950, c. 24

9. The council of the Corporation may by by-law exempt from municipal taxes, except local improvement rates, the land and building belonging to and vested in the Roman Catholic Episcopal Corporation for the Diocese of Toronto, in Canada, which building is known as Rosary Hall, 264 Bloor Street East, Toronto, so long as such land and building are occupied by and used solely for the purposes of Rosary Hall, and such by-law may provide that it shall have effect from year to year, unless repealed, commencing on the 1st day of January, 1959. Exemption from taxation for Rosary Hall authorized

- (a) An exemption from taxes under this section shall be deemed to have the same effect as an exemption from taxes under section 4 of *The Assessment Act*. Effect of exemption R.S.O. 1950, c. 24

10. This Act comes into force on the day it receives Royal Assent. Commencement

11. This Act may be cited as *The City of Toronto Act, 1959*. Short title

## SCHEDULE

THIS INDENTURE made in quadruplicate this 10th day of November, one thousand nine hundred and fifty-eight.

IN PURSUANCE OF *The Short Forms of Leases Act*,

BETWEEN:

THE CORPORATION OF THE CITY OF TORONTO,  
hereinafter called "the Lessor",

OF THE FIRST PART,

—and—

THE BOARD OF EDUCATION FOR THE CITY OF TORONTO,  
hereinafter called "the Lessee",

OF THE SECOND PART.

WHEREAS the Lessor is the owner of the lands and premises hereinafter described, including the building erected thereon;

AND WHEREAS as appears by Report No. 19 of the Committee on Parks and Exhibitions of the Lessor as adopted in its Council on the 10th day of November, 1958, it is recommended that the said lands and premises be demised and leased unto the Lessee for the purpose of a Forest (Public) School for the term, at the rent and upon the terms and conditions, all as in the said Report and hereinafter set forth.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the County of York and Province of Ontario, being composed of part of Township Lot No. 36, in the First Concession from the Bay in the Original Township of York, but now in the said City of Toronto, the boundaries of the said parcel being described as follows:

Premising that the northerly limit of the said Township Lot No. 36 hereinafter referred to is on a course of North seventy-three degrees and fifteen minutes East (N. 73° 15' E.) and governs all bearings herein, then:

COMMENCING at a point distant five hundred feet eight and three quarter inches (500' 8¾") south of the said northerly limit of Lot No. 36 measured along a line drawn on a course of South sixteen degrees and forty-five minutes East (S. 16° 45' E.) from a point in the said northerly limit of lot distant sixteen feet three and three quarter inches (16' 3¾") measured easterly thereon from the northwesterly angle of the said lot;

Thence South twenty degrees and twenty-eight minutes East (S. 20° 28' E.) four hundred and eighty-two feet and eight inches (482' 8");

Thence North eighty-three degrees and three minutes East (N. 83° 03' E.) three hundred and ninety-seven feet two and one half inches (397' 2½");

Thence North six degrees and fifty-seven minutes West (N. 6° 57' W.) two hundred and eighteen feet ten and one half inches (218' 10½");

Thence North sixty-three degrees and forty-two minutes West (N. 63° 42' W.) one hundred and forty-two feet and nine inches (142' 9");

Thence North sixty-eight degrees and fifty-three minutes West (N. 68° 53' W.) two hundred and sixty-two feet and seven inches (262' 7");



Thence North seventy-nine degrees and fifty-six minutes West (N. 79° 56' W.) one hundred and sixty-six feet and four inches (166' 4") more or less to the point of commencement, which said parcel is outlined in red on the Print of Plan dated December 16, 1957, annexed hereto and forming a part hereof, prepared by the Director, Surveying Division, Department of Public Works, of the Lessor.

Reserving unto the Lessor, its successors and assigns, the right, license or easement or right in the nature of an easement to use, maintain, repair, replace and/or reconstruct the sewer or any part thereof, located in, across and through that part of the hereinbefore described parcel of land more particularly hereinafter described, and from time to time and at all times hereafter with the servants, agents, workmen and contractors of the Lessor or any of them, and all plant, machinery, vehicles, tools and material as may be necessary, to enter into and upon the said hereinafter described lands or any part thereof, for the purpose of opening, inspecting and/or altering the said sewer or any part thereof, and/or for any other lawful purpose that may be necessary for the full enjoyment and exercise of the easement rights hereby reserved. The land affected by this reservation of easement is a strip of land ten feet (10' 0") in perpendicular width lying five feet (5' 0") on either side of the centre line described as follows:

Beginning at a point in the southerly limit of the hereinbefore described parcel of land distant one hundred and fifty-three feet one and one quarter inches (153' 1 $\frac{1}{4}$ ") measured on a course of North eighty-three degrees and three minutes East (N. 83° 03' E.) from the south-westerly angle thereof;

Thence North forty-eight degrees and thirty-eight minutes East (N. 48° 38' E.) two hundred and sixty-five feet and five inches (265' 5");

Thence on a course of about North twenty-five degrees and forty-four minutes East (N. 25° 44' E.) a distance of forty-six feet and seven inches (46' 7") more or less to a point in the easterly limit of the said hereinbefore described parcel distant twenty-nine feet seven and three quarter inches (29' 7 $\frac{3}{4}$ ") measured on a course of South six degrees and fifty-seven minutes East (S. 6° 57' E.) from the northeasterly angle thereof, which said strip of land is hereinafter called "the Easement Land" and is outlined in green on the said hereinbefore mentioned Print of Plan dated December 16, 1957.

TO HAVE AND TO HOLD the said demised premises for and during the term of five years from the 1st day of December, 1957, and from thenceforth next ensuing and fully to be complete and ended, for the purpose of a Forest (Public) School and for no other purpose whatsoever.

YIELDING AND PAYING THEREFOR yearly and every year during the term hereby demised the sum of One Dollar (\$1.00) payable in advance to the City Treasurer of the Lessor at his office in the City Hall, Toronto, on the first day of the month of December in each and every year during the term hereby demised, the first of such payments to become due and be paid on the execution hereof.

#### THE LESSEE COVENANTS WITH THE LESSOR as follows:

1. To pay rent and to pay taxes, including taxes for local improvements, and all the rates, whether municipal or parliamentary, assessed against the premises hereby demised provided that when and so often as the Lessee shall neglect or omit to pay any such taxes, rates, local improvement rates or other assessments, the Lessor may pay the same and may thereupon charge them to the Lessee who hereby covenants to pay the same forthwith, and agrees with the Lessor that the Lessor shall have and enjoy the same remedies and may take the same steps for recovery thereof as the Lessor would and could have and take for the recovery of rent in arrears.

2. To repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted, to the satisfaction of the Commissioner of Parks and Recreation of the Lessor.

3. That the Lessor may enter and view state of repair; and the Lessee will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted, to the satisfaction of the Commissioner of Parks and Recreation of the Lessor.

4. The Lessee will not assign or sub-let without leave provided that such consent may, notwithstanding any statutory provisions to the contrary, be arbitrarily refused by the Lessor in its sole and uncontrolled discretion.

5. That the Lessee will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

6. That the Lessee will pay all hydro-electric charges, gas and water rates assessed or chargeable upon or in respect to the premises hereby demised and shall be responsible for providing the necessary janitorial services for the said demised premises.

7. That the Lessee shall be responsible for heating the premises hereby demised entirely at the expense of the Lessee.

8. That the Lessee will at all times during the said term keep the premises hereby demised in a clean, orderly, and sanitary and attractive condition that is satisfactory to the Commissioner of Parks and Recreation and the Medical Officer of Health of the Lessor.

9. That the Lessee will not,

(a) permit or allow any boisterous, unseemly or unlawful conduct in or upon the said demised premises; and

(b) make or do or permit or allow to be made or done anything, in or upon the said demised premises, which should be deemed a nuisance or which shall be offensive or shall be annoying to the Lessor or to the users or occupiers of private properties in the vicinity of the said demised premises.

10. No intoxicating, alcoholic or fermented ale, wine, liquor or spirits shall be sold, dispensed or with the knowledge of the Lessee consumed in or on the premises hereby demised and if any such ale, wine, liquor or spirits are so consumed, sold or dispensed in or on the said demised premises this lease may at the option of the Lessor be terminated forthwith by the Lessor and the Lessee may thereupon be removed from possession without any notice, and shall not be entitled to any compensation by reason of such termination or otherwise howsoever.

10a. That the Lessee will not prune, remove, or in any way damage or destroy, or permit or allow to be pruned, removed, or in any way damaged or destroyed any trees located on the land hereby demised without the consent of the said Commissioner of Parks and Recreation of the Lessor first had and obtained.

11. That the Lessee will not use or occupy the said land hereby demised or permit or allow the said demised land to be used or occupied for any purpose whatsoever other than the purpose of a Forest (Public) School; and it is hereby mutually understood and agreed by and between the Lessor and the Lessee that in the event that any at time the premises hereby demised are not used or occupied by the Lessee for the purpose of a Forest (Public) School for the period of one year and the Lessor gives the Lessee thirty days notice in writing of its intention to terminate this lease, or in the event that at any time during the said term the said demised premises are used in contravention of this covenant and agreement and such contravention continues for thirty days after the receipt by the Lessee of notice in writing from the Lessor or the Commissioner of Parks and Recreation of the Lessor setting out the particulars of such contravention, the Lessor in any such case shall have the right to forthwith terminate this lease and thereupon all the rights of the Lessee hereunder shall immediately cease, determine and be at an end and the Lessor may re-enter and take possession of the said demised premises without pro-

cess of law, and without being liable for payment to the Lessee of any compensation or other monies whatsoever by reason of such termination or otherwise howsoever.

12. That the Lessee will not erect, place or demolish or permit or allow to be erected, placed or demolished on the land hereby demised any building or other structure or erection of any kind whatsoever or any part thereof or make or suffer to be made any extensions, additions, alterations or improvements whatsoever to the said demised premises without the approval of the Commissioner of Parks and Recreation of the Lessor and a permit therefor from the Commissioner of Buildings of the Lessor, first had and obtained provided that this covenant shall not apply to the removal from the said demised premises of platforms placed thereon by the Lessee for school class purposes.

13. That the Lessee shall at all times fully observe and comply with and endeavour to ensure strict observance of and compliance with all statutory requirements, regulations, rules and/or by-laws of every municipal or other authority which in any manner affect or relate to the premises hereby demised and/or the use of the demised premises or any part thereof by the Lessee hereunder.

14. That the Lessee from time to time and at all times during the term of this lease, shall at the cost, charge and expense of the Lessee obtain all permits and licenses required by and incident to the use and occupation of the premises hereby demised by the Lessee or any other person.

15. That the Lessee will not put up or exhibit, or permit or allow to be put up or exhibited upon any part of the premises hereby demised, any sign, notice, notice-board, painting, design or other device advertising any business, undertaking or scheme, or any other sign or advertisement that may be objectionable to the Commissioner of Parks and Recreation of the Lessor without the consent in writing of such Commissioner or of some other officer of the Lessor authorized to give such consent, first had and obtained.

16. That the Lessee shall indemnify and keep indemnified the Lessor against all loss, cost, damage or expense arising out of or in any way incidental to the leasing by the Lessor to the Lessee of the premises hereby demised and/or the use and occupation of the said demised premises by the Lessee and its servants, employees, contractors, licensees and invitees or any of them under the provisions of this Indenture of Lease or otherwise howsoever.

17. That the Lessee will not place or erect or cause or permit to be placed or erected over or upon the Easement Land herein any building or permanent structure of any kind, and the Lessee will not injure, endanger or interfere with the sewer located in the said Easement Land.

18. That the Lessee will at the expense of the Lessee, deposit and keep deposited with the City Treasurer of the Lessor during the whole of the said term, a policy or policies of insurance insuring against damage or destruction by fire or any peril listed in the standard broad coverage fire insurance endorsement, the building forming a part of the said demised premises at the date hereof, with a Company and limits and in a form that are satisfactory to the said City Treasurer, and with loss thereunder payable to the Lessor, and in the event of damage to or the destruction of the said building or any part thereof as aforesaid, the Lessor shall apply the proceeds of insurance covering such damage or destruction to restore, replace or repair the said building or part thereof, as the case may be, provided, however, if such damage or destruction is sufficient to render the said building untenable, the Lessor shall have the right within fifteen days after the occurrence of the said damage or destruction to forthwith terminate this lease and thereupon all the rights of the Lessee hereunder shall immediately cease, determine and be at an end and the Lessor may re-enter and take possession of the said demised premises without process of law, and without being liable for payment to the Lessee of any compensation or other monies whatsoever by reason of such termination or otherwise howsoever.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants.

THE LESSOR COVENANTS WITH THE LESSEE as follows:

1. For quiet enjoyment.

2. That if, at the expiration of the term hereby granted or of any future term of five years, the Lessee shall be desirous of taking a renewal lease of the premises hereby demised for a further term of five years, the Lessee then conforming to all the terms and conditions herein mentioned and set forth, the Lessor will at the cost and charges of the Lessee, grant except as is herein otherwise provided, such renewal lease for the further term of five years from the expiration of the present or existing lease, at the same rent as is provided hereunder.

IT IS HEREBY DECLARED AND AGREED by and between the parties hereto as follows:

1. That in the event of the Lessor or The Municipality of Metropolitan Toronto requiring possession of the premises hereby demised at any time for a municipal purpose or purposes, the Lessor shall have the right to terminate this lease upon giving to the Lessee at any time one years notice in writing of the intention of the Lessor to terminate the said lease and such notice having been given, the said lease shall terminate exactly one year after the receipt of such notice by the Lessee and the Lessee shall not be entitled to receive from the Lessor any compensation or other monies whatsoever by reason of such termination or otherwise howsoever.

2. That the renewal lease (if any) to be given at the expiration of the term hereby granted shall contain covenants, provisoes and agreements similar to those contained in these presents.

3. That the covenants hereinbefore set forth to repair, to repair according to notice in writing and to leave in good repair shall apply to all buildings, structures and erections of any kind erected or placed on the land hereby demised by the Lessee as well as to those (if any), placed thereon by the Lessor.

4. That the building located on the land hereby demised at the date hereof, and any extensions, additions, alterations, and improvements thereto that may be erected or made from time to time, and any other permanent structure or erection that may be placed or erected on the said demised land, shall for all purposes be the sole property of the Lessor.

5. That any notice that the Lessor may be required to give to the Lessee under the provisions of this lease shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail and addressed to the Lessee at 155 College Street, Toronto, and shall irrebuttably be presumed to have been received by the Lessee on the third day following such registration.

6. The Commissioner of Parks and Recreation of the Lessor or his duly authorized representative, shall have the right to enter in or upon the said demised premises or any part thereof, at any time during the said term.

7. That the Lessor shall at the sole expense of the Board take all possible steps to obtain at the next ensuing session of the Legislature of the Province of Ontario legislation validating and confirming this lease, and in the event that an application by the Lessor for such legislation is refused, the Lessor shall have the right to terminate this lease upon giving to the Lessee at any time thirty days notice in writing of the intention of the Lessor to terminate the said lease, and such notice having been given, this lease will terminate exactly thirty days after the receipt of such notice by the Lessee and the Lessee shall not be entitled to receive from the Lessor any compensation or other monies by reason of such termination or otherwise howsoever.

8. That the Lessee will not under any circumstances be entitled to receive from the Lessor any compensation whatsoever for the building forming part of the said demised premises or for or by reason of any extensions, additions, alterations and/or improvements now made or hereafter to be made to the said demised premises or any part thereof.

9. That every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto affixed their respective corporate seals attested to by the hands of their respective proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED

(Seal)

The City of Toronto

(Seal)

The Board of Education,  
Toronto

THE CORPORATION OF THE CITY OF  
TORONTO:

NATHAN PHILLIPS,  
*Mayor.*

W. M. CAMPBELL,  
*Deputy Treasurer.*

THE BOARD OF EDUCATION FOR THE  
CITY OF TORONTO:

T. A. WARDLE,  
*(for) Chairman.*

Z. PHIMISTER,  
*Director of Education.*

Approved as to form:

D. HILLIS OSBORNE,  
*Solicitor.*

Plan shewing part of High Park leased to Board of Education, attached.

An Act respecting  
the City of Toronto

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. GROSSMAN

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting the City of Toronto

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MR. GROSSMAN

---

*(Reprinted for consideration by the Committee on Private Bills)*





No. Pr26

1959

# BILL

## An Act respecting the City of Toronto

**W**HEREAS The Corporation of the City of Toronto, <sup>Preamble</sup> herein called the Corporation, by its petition has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** The lease dated the 10th day of November, 1958, <sup>Lease re Forest (Public) School, is confirmation of</sup> between the Corporation and The Board of Education for the City of Toronto, set forth as the Schedule hereto, is hereby confirmed and declared to be legal, valid and binding upon the parties thereto and the parties are hereby empowered to carry out their respective obligations and exercise their respective privileges thereunder.

**2.** The Corporation is authorized to pay an allowance <sup>Retirement allowance to Edward Armour authorized</sup> upon retirement of \$1,450 annually for life to Edward Armour, clerical assistant to the Chief Coroner of Metropolitan Toronto and Supervising Coroner for the Province of Ontario, and is further authorized to enter into an agreement with Her Majesty the Queen in right of the Province of Ontario, represented by the Attorney-General, for sharing in the payment of the allowance.

**3.** By-law No. 19466, passed by the council of the Corporation on the 21st day of June, 1955, to amend By-law <sup>By-law No. 19466 validated</sup> No. 13273 of the Corporation respecting the Toronto Police Benefit Fund, is hereby declared to have been legally and validly passed by the council and to be legal, valid and binding from the date of the passing thereof.

**4.** By-law No. 19183, to amend By-law No. 10649 of the Corporation respecting the Toronto Fire Department Superannuation and Benefit Fund, and By-law No. 19184, to authorize an agreement between the Corporation and The <sup>By-law Nos. 19183 and 19184 validated</sup>

Firemen's Benefit Fund Committee by which the Corporation agreed to contribute annual amounts until the year 1984 to maintain the Fund on a sound actuarial basis, both passed by the council of the Corporation on the 14th day of June, 1954, are hereby declared to have been legally and validly passed by the council and to be legal, valid and binding from the date of the passing thereof.

Authority  
to apply  
funds  
realized  
from  
capital  
assets to  
capital  
works

5. The Corporation may reserve any or all moneys realized by it from the sale of land, buildings or other permanent assets of the Corporation and may apply such money for any undertaking, work, project, scheme, act, matter or thing, the cost or any portion of the cost of which could be raised in a subsequent year or provided by the issue of debentures, and shall not use such money for any other purpose without the approval of the Minister of Municipal Affairs.

Letting  
concessions  
in public  
parks and  
on beaches  
authorized

6. The Corporation is authorized to enter into agreements to let, for any period not exceeding ten years, the right to rent, erect or use beach umbrellas, wind-breaks, chairs, seats, beach equipment, canoes, boats, floats, souvenirs, amusement devices and other concessions within any public park or on any beach or water front under the jurisdiction of the Corporation on such terms and conditions as the council of the Corporation may prescribe.

Exemption  
from  
taxation  
for  
Y.W.C.A.  
authorized

7. The council of the Corporation may by by-law exempt from municipal taxes, except local improvement rates, the land and buildings belonging to and vested in the Young Women's Christian Association of Toronto, so long as such land and buildings are occupied by and used solely for the purposes of the Young Women's Christian Association, and such by-law may provide that it shall have effect from year to year, unless repealed, commencing on the 1st day of January, 1959.

Effect of  
tax  
exemption  
R.S.O. 1950,  
c. 24

(a) An exemption from taxes under this section shall be deemed to have the same effect as an exemption from taxes under section 4 of *The Assessment Act*.

Exemption  
from  
taxation  
for  
W.C.T.U.  
authorized

8. The council of the Corporation may by by-law exempt from municipal taxes, except local improvement rates, the land and buildings belonging to and vested in the District Union of Toronto of The Women's Christian Temperance Union, which buildings are known as Willard Hall and Willard Hall Annex, 20 and 26 Gerrard Street East, Toronto, so long as such land and buildings are occupied by and used solely for the purposes of the District Union of Toronto of The

Women's Christian Temperance Union, and such by-law may provide that it shall have effect from year to year, unless repealed, commencing on the 1st day of January, 1958.

- (a) An exemption from taxes under this section shall be deemed to have the same effect as an exemption from taxes under section 4 of *The Assessment Act*. Effect of tax exemption R.S.O. 1950, c. 24

9. The council of the Corporation may by by-law exempt from municipal taxes, except local improvement rates, the land and building belonging to and vested in the Roman Catholic Episcopal Corporation for the Diocese of Toronto, in Canada, which building is known as Rosary Hall, 264 Bloor Street East, Toronto, so long as such land and building are occupied by and used solely for the purposes of Rosary Hall, and such by-law may provide that it shall have effect from year to year, unless repealed, commencing on the 1st day of January, 1959. Exemption from taxation for Rosary Hall authorized

- (a) An exemption from taxes under this section shall be deemed to have the same effect as an exemption from taxes under section 4 of *The Assessment Act*. Effect of exemption R.S.O. 1950, c. 24

10. The council of the Corporation may by by-law exempt from municipal taxes, except local improvement rates, the land and building belonging to and vested in the Sisters of Service of Canada, which building is known as 4 Wellesley Place, Toronto, so long as such land and building are occupied by and used solely for the purposes of a working girls hostel by the Sisters of Service of Canada, and such by-law may provide that it shall have effect from year to year, unless repealed, commencing on the 1st day of January, 1959. Exemption from taxation for Sisters of Service authorized

- (a) An exemption from taxes under this section shall be deemed to have the same effect as an exemption from taxes under section 4 of *The Assessment Act*. Effect of exemption R.S.O. 1950, c. 24

11. The council of the Corporation may by by-law exempt from municipal taxes, except local improvement rates, the land and buildings belonging to and vested in Georgina Houses, which buildings are known as 106 Beverley Street, Toronto, so long as such land and buildings are occupied by and used solely for the purposes of Georgina Houses, and such by-law may provide that it shall have effect from year to year, unless repealed, commencing on the 1st day of January, 1959. Exemption from taxation for Georgina Houses authorized

- (a) An exemption from taxes under this section shall be deemed to have the same effect as an exemption from taxes under section 4 of *The Assessment Act*. Effect of exemption R.S.O. 1950, c. 24

Exemption  
from  
taxation  
for  
administra-  
tive offices  
of religious  
organizations

**12.** The council of the Corporation may by by-law exempt from municipal taxes, except local improvement rates, all lands and buildings belonging to and vested in a church or religious organization so long as such lands and buildings are occupied by and used solely for administrative purposes of the national, provincial or diocesan level of such organization except any part thereof used for commercial purposes, and such by-law may provide that it shall have effect from year to year, unless repealed.

Effect of  
exemption

R.S.O. 1950,  
c. 24

(a) An exemption from taxes under this section shall be deemed to have the same effect as an exemption from taxes under section 4 of *The Assessment Act*.

Commence-  
ment

**13.** This Act comes into force on the day it receives Royal Assent.

Short title

**14.** This Act may be cited as *The City of Toronto Act, 1959*.

## SCHEDULE

THIS INDENTURE made in quadruplicate this 10th day of November, one thousand nine hundred and fifty-eight.

IN PURSUANCE OF *The Short Forms of Leases Act*,

BETWEEN:

THE CORPORATION OF THE CITY OF TORONTO,  
hereinafter called "the Lessor",

OF THE FIRST PART,

—and—

THE BOARD OF EDUCATION FOR THE CITY OF TORONTO,  
hereinafter called "the Lessee",

OF THE SECOND PART.

WHEREAS the Lessor is the owner of the lands and premises hereinafter described, including the building erected thereon;

AND WHEREAS as appears by Report No. 19 of the Committee on Parks and Exhibitions of the Lessor as adopted in its Council on the 10th day of November, 1958, it is recommended that the said lands and premises be demised and leased unto the Lessee for the purpose of a Forest (Public) School for the term, at the rent and upon the terms and conditions, all as in the said Report and hereinafter set forth.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the County of York and Province of Ontario, being composed of part of Township Lot No. 36, in the First Concession from the Bay in the Original Township of York, but now in the said City of Toronto, the boundaries of the said parcel being described as follows:

Premising that the northerly limit of the said Township Lot No. 36 hereinafter referred to is on a course of North seventy-three degrees and fifteen minutes East (N. 73° 15' E.) and governs all bearings herein, then:

COMMENCING at a point distant five hundred feet eight and three quarter inches (500' 8¾") south of the said northerly limit of Lot No. 36 measured along a line drawn on a course of South sixteen degrees and forty-five minutes East (S. 16° 45' E.) from a point in the said northerly limit of lot distant sixteen feet three and three quarter inches (16' 3¾") measured easterly thereon from the northwesterly angle of the said lot;

Thence South twenty degrees and twenty-eight minutes East (S. 20° 28' E.) four hundred and eighty-two feet and eight inches (482' 8");

Thence North eighty-three degrees and three minutes East (N. 83° 03' E.) three hundred and ninety-seven feet two and one half inches (397' 2½");

Thence North six degrees and fifty-seven minutes West (N. 6° 57' W.) two hundred and eighteen feet ten and one half inches (218' 10½");

Thence North sixty-three degrees and forty-two minutes West (N. 63° 42' W.) one hundred and forty-two feet and nine inches (142' 9");

Thence North sixty-eight degrees and fifty-three minutes West (N. 68° 53' W.) two hundred and sixty-two feet and seven inches (262' 7");

Thence North seventy-nine degrees and fifty-six minutes West (N. 79° 56' W.) one hundred and sixty-six feet and four inches (166' 4") more or less to the point of commencement, which said parcel is outlined in red on the Print of Plan dated December 16, 1957, annexed hereto and forming a part hereof, prepared by the Director, Surveying Division, Department of Public Works, of the Lessor.

Reserving unto the Lessor, its successors and assigns, the right, license or easement or right in the nature of an easement to use, maintain, repair, replace and/or reconstruct the sewer or any part thereof, located in, across and through that part of the hereinbefore described parcel of land more particularly hereinafter described, and from time to time and at all times hereafter with the servants, agents, workmen and contractors of the Lessor or any of them, and all plant, machinery, vehicles, tools and material as may be necessary, to enter into and upon the said hereinafter described lands or any part thereof, for the purpose of opening, inspecting and/or altering the said sewer or any part thereof, and/or for any other lawful purpose that may be necessary for the full enjoyment and exercise of the easement rights hereby reserved. The land affected by this reservation of easement is a strip of land ten feet (10' 0") in perpendicular width lying five feet (5' 0") on either side of the centre line described as follows:

Beginning at a point in the southerly limit of the hereinbefore described parcel of land distant one hundred and fifty-three feet one and one quarter inches (153' 1 $\frac{1}{4}$ ") measured on a course of North eighty-three degrees and three minutes East (N. 83° 03' E.) from the south-westerly angle thereof;

Thence North forty-eight degrees and thirty-eight minutes East (N. 48° 38' E.) two hundred and sixty-five feet and five inches (265' 5");

Thence on a course of about North twenty-five degrees and forty-four minutes East (N. 25° 44' E.) a distance of forty-six feet and seven inches (46' 7") more or less to a point in the easterly limit of the said hereinbefore described parcel distant twenty-nine feet seven and three quarter inches (29' 7 $\frac{3}{4}$ ") measured on a course of South six degrees and fifty-seven minutes East (S. 6° 57' E.) from the northeasterly angle thereof, which said strip of land is hereinafter called "the Easement Land" and is outlined in green on the said hereinbefore mentioned Print of Plan dated December 16, 1957.

TO HAVE AND TO HOLD the said demised premises for and during the term of five years from the 1st day of December, 1957, and from thenceforth next ensuing and fully to be complete and ended, for the purpose of a Forest (Public) School and for no other purpose whatsoever.

YIELDING AND PAYING THEREFOR yearly and every year during the term hereby demised the sum of One Dollar (\$1.00) payable in advance to the City Treasurer of the Lessor at his office in the City Hall, Toronto, on the first day of the month of December in each and every year during the term hereby demised, the first of such payments to become due and be paid on the execution hereof.

#### THE LESSEE COVENANTS WITH THE LESSOR as follows:

1. To pay rent and to pay taxes, including taxes for local improvements, and all the rates, whether municipal or parliamentary, assessed against the premises hereby demised provided that when and so often as the Lessee shall neglect or omit to pay any such taxes, rates, local improvement rates or other assessments, the Lessor may pay the same and may thereupon charge them to the Lessee who hereby covenants to pay the same forthwith, and agrees with the Lessor that the Lessor shall have and enjoy the same remedies and may take the same steps for recovery thereof as the Lessor would and could have and take for the recovery of rent in arrears.

2. To repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted, to the satisfaction of the Commissioner of Parks and Recreation of the Lessor.

3. That the Lessor may enter and view state of repair; and the Lessee will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted, to the satisfaction of the Commissioner of Parks and Recreation of the Lessor.

4. The Lessee will not assign or sub-let without leave provided that such consent may, notwithstanding any statutory provisions to the contrary, be arbitrarily refused by the Lessor in its sole and uncontrolled discretion.

5. That the Lessee will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

6. That the Lessee will pay all hydro-electric charges, gas and water rates assessed or chargeable upon or in respect to the premises hereby demised and shall be responsible for providing the necessary janitorial services for the said demised premises.

7. That the Lessee shall be responsible for heating the premises hereby demised entirely at the expense of the Lessee.

8. That the Lessee will at all times during the said term keep the premises hereby demised in a clean, orderly, and sanitary and attractive condition that is satisfactory to the Commissioner of Parks and Recreation and the Medical Officer of Health of the Lessor.

9. That the Lessee will not,

- (a) permit or allow any boisterous, unseemly or unlawful conduct in or upon the said demised premises; and
- (b) make or do or permit or allow to be made or done anything, in or upon the said demised premises, which should be deemed a nuisance or which shall be offensive or shall be annoying to the Lessor or to the users or occupiers of private properties in the vicinity of the said demised premises.

10. No intoxicating, alcoholic or fermented ale, wine, liquor or spirits shall be sold, dispensed or with the knowledge of the Lessee consumed in or on the premises hereby demised and if any such ale, wine, liquor or spirits are so consumed, sold or dispensed in or on the said demised premises this lease may at the option of the Lessor be terminated forthwith by the Lessor and the Lessee may thereupon be removed from possession without any notice, and shall not be entitled to any compensation by reason of such termination or otherwise howsoever.

10a. That the Lessee will not prune, remove, or in any way damage or destroy, or permit or allow to be pruned, removed, or in any way damaged or destroyed any trees located on the land hereby demised without the consent of the said Commissioner of Parks and Recreation of the Lessor first had and obtained.

11. That the Lessee will not use or occupy the said land hereby demised or permit or allow the said demised land to be used or occupied for any purpose whatsoever other than the purpose of a Forest (Public) School; and it is hereby mutually understood and agreed by and between the Lessor and the Lessee that in the event that any at time the premises hereby demised are not used or occupied by the Lessee for the purpose of a Forest (Public) School for the period of one year and the Lessor gives the Lessee thirty days notice in writing of its intention to terminate this lease, or in the event that at any time during the said term the said demised premises are used in contravention of this covenant and agreement and such contravention continues for thirty days after the receipt by the Lessee of notice in writing from the Lessor or the Commissioner of Parks and Recreation of the Lessor setting out the particulars of such contravention, the Lessor in any such case shall have the right to forthwith terminate this lease and thereupon all the rights of the Lessee hereunder shall immediately cease, determine and be at an end and the Lessor may re-enter and take possession of the said demised premises without pro-

cess of law, and without being liable for payment to the Lessee of any compensation or other monies whatsoever by reason of such termination or otherwise howsoever.

12. That the Lessee will not erect, place or demolish or permit or allow to be erected, placed or demolished on the land hereby demised any building or other structure or erection of any kind whatsoever or any part thereof or make or suffer to be made any extensions, additions, alterations or improvements whatsoever to the said demised premises without the approval of the Commissioner of Parks and Recreation of the Lessor and a permit therefor from the Commissioner of Buildings of the Lessor, first had and obtained provided that this covenant shall not apply to the removal from the said demised premises of platforms placed thereon by the Lessee for school class purposes.

13. That the Lessee shall at all times fully observe and comply with and endeavour to ensure strict observance of and compliance with all statutory requirements, regulations, rules and/or by-laws of every municipal or other authority which in any manner affect or relate to the premises hereby demised and/or the use of the demised premises or any part thereof by the Lessee hereunder.

14. That the Lessee from time to time and at all times during the term of this lease, shall at the cost, charge and expense of the Lessee obtain all permits and licenses required by and incident to the use and occupation of the premises hereby demised by the Lessee or any other person.

15. That the Lessee will not put up or exhibit, or permit or allow to be put up or exhibited upon any part of the premises hereby demised, any sign, notice, notice-board, painting, design or other device advertising any business, undertaking or scheme, or any other sign or advertisement that may be objectionable to the Commissioner of Parks and Recreation of the Lessor without the consent in writing of such Commissioner or of some other officer of the Lessor authorized to give such consent, first had and obtained.

16. That the Lessee shall indemnify and keep indemnified the Lessor against all loss, cost, damage or expense arising out of or in any way incidental to the leasing by the Lessor to the Lessee of the premises hereby demised and/or the use and occupation of the said demised premises by the Lessee and its servants, employees, contractors, licensees and invitees or any of them under the provisions of this Indenture of Lease or otherwise howsoever.

17. That the Lessee will not place or erect or cause or permit to be placed or erected over or upon the Easement Land herein any building or permanent structure of any kind, and the Lessee will not injure, endanger or interfere with the sewer located in the said Easement Land.

18. That the Lessee will at the expense of the Lessee, deposit and keep deposited with the City Treasurer of the Lessor during the whole of the said term, a policy or policies of insurance insuring against damage or destruction by fire or any peril listed in the standard broad coverage fire insurance endorsement, the building forming a part of the said demised premises at the date hereof, with a Company and limits and in a form that are satisfactory to the said City Treasurer, and with loss thereunder payable to the Lessor, and in the event of damage to or the destruction of the said building or any part thereof as aforesaid, the Lessor shall apply the proceeds of insurance covering such damage or destruction to restore, replace or repair the said building or part thereof, as the case may be, provided, however, if such damage or destruction is sufficient to render the said building untenable, the Lessor shall have the right within fifteen days after the occurrence of the said damage or destruction to forthwith terminate this lease and thereupon all the rights of the Lessee hereunder shall immediately cease, determine and be at an end and the Lessor may re-enter and take possession of the said demised premises without process of law, and without being liable for payment to the Lessee of any compensation or other monies whatsoever by reason of such termination or otherwise howsoever.



PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants.

THE LESSOR COVENANTS WITH THE LESSEE as follows:

1. For quiet enjoyment.

2. That if, at the expiration of the term hereby granted or of any future term of five years, the Lessee shall be desirous of taking a renewal lease of the premises hereby demised for a further term of five years, the Lessee then conforming to all the terms and conditions herein mentioned and set forth, the Lessor will at the cost and charges of the Lessee, grant except as is herein otherwise provided, such renewal lease for the further term of five years from the expiration of the present or existing lease, at the same rent as is provided hereunder.

IT IS HEREBY DECLARED AND AGREED by and between the parties hereto as follows:

1. That in the event of the Lessor or The Municipality of Metropolitan Toronto requiring possession of the premises hereby demised at any time for a municipal purpose or purposes, the Lessor shall have the right to terminate this lease upon giving to the Lessee at any time one years notice in writing of the intention of the Lessor to terminate the said lease and such notice having been given, the said lease shall terminate exactly one year after the receipt of such notice by the Lessee and the Lessee shall not be entitled to receive from the Lessor any compensation or other monies whatsoever by reason of such termination or otherwise howsoever.

2. That the renewal lease (if any) to be given at the expiration of the term hereby granted shall contain covenants, provisoes and agreements similar to those contained in these presents.

3. That the covenants hereinbefore set forth to repair, to repair according to notice in writing and to leave in good repair shall apply to all buildings, structures and erections of any kind erected or placed on the land hereby demised by the Lessee as well as to those (if any), placed thereon by the Lessor.

4. That the building located on the land hereby demised at the date hereof, and any extensions, additions, alterations, and improvements thereto that may be erected or made from time to time, and any other permanent structure or erection that may be placed or erected on the said demised land, shall for all purposes be the sole property of the Lessor.

5. That any notice that the Lessor may be required to give to the Lessee under the provisions of this lease shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail and addressed to the Lessee at 155 College Street, Toronto, and shall irrebuttably be presumed to have been received by the Lessee on the third day following such registration.

6. The Commissioner of Parks and Recreation of the Lessor or his duly authorized representative, shall have the right to enter in or upon the said demised premises or any part thereof, at any time during the said term.

7. That the Lessor shall at the sole expense of the Board take all possible steps to obtain at the next ensuing session of the Legislature of the Province of Ontario legislation validating and confirming this lease, and in the event that an application by the Lessor for such legislation is refused, the Lessor shall have the right to terminate this lease upon giving to the Lessee at any time thirty days notice in writing of the intention of the Lessor to terminate the said lease, and such notice having been given, this lease will terminate exactly thirty days after the receipt of such notice by the Lessee and the Lessee shall not be entitled to receive from the Lessor any compensation or other monies by reason of such termination or otherwise howsoever.

8. That the Lessee will not under any circumstances be entitled to receive from the Lessor any compensation whatsoever for the building forming part of the said demised premises or for or by reason of any extensions, additions, alterations and/or improvements now made or hereafter to be made to the said demised premises or any part thereof.

9. That every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto affixed their respective corporate seals attested to by the hands of their respective proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED

(Seal)

The City of Toronto

(Seal)

The Board of Education,  
Toronto

THE CORPORATION OF THE CITY OF  
TORONTO:

NATHAN PHILLIPS,  
*Mayor.*

W. M. CAMPBELL,  
*Deputy Treasurer.*

THE BOARD OF EDUCATION FOR THE  
CITY OF TORONTO:

T. A. WARDLE,  
*(for) Chairman.*

Z. PHIMISTER,  
*Director of Education.*

Approved as to form:

D. HILLIS OSBORNE,  
*Solicitor.*

Plan shewing part of High Park leased to Board of Education, attached.







An Act respecting  
the City of Toronto

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*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

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MR. GROSSMAN

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*(Reprinted for consideration by the  
Committee on Private Bills)*

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# **BILL**

**An Act respecting the City of Toronto**

---

MR. GROSSMAN

---

*(Reprinted as amended by the Committee on Private Bills)*





No. Pr26

1959

# BILL

## An Act respecting the City of Toronto

**W**HEREAS The Corporation of the City of Toronto, Preamble  
 herein called the Corporation, by its petition has prayed  
 for special legislation in respect of the matters hereinafter set  
 forth; and whereas it is expedient to grant the prayer of the  
 petition;

Therefore, Her Majesty, by and with the advice and consent  
 of the Legislative Assembly of the Province of Ontario, enacts  
 as follows:

1. The lease dated the 10th day of November, 1958, Lease re  
Forest  
(Public)  
School,  
confirmation of  
 between the Corporation and The Board of Education for  
 the City of Toronto, set forth as the Schedule hereto, is  
 hereby confirmed and declared to be legal, valid and binding  
 upon the parties thereto and the parties are hereby empowered  
 to carry out their respective obligations and exercise their  
 respective privileges thereunder.

2. The Corporation is authorized to pay an allowance Retirement  
allowance  
to Edward  
Armour  
authorized  
 upon retirement of \$1,450 annually for life to Edward Armour,  
 clerical assistant to the Chief Coroner of Metropolitan Toronto  
 and Supervising Coroner for the Province of Ontario, and is  
 further authorized to enter into an agreement with Her  
 Majesty the Queen in right of the Province of Ontario, repre-  
 sented by the Attorney-General, for sharing in the payment  
 of the allowance.

3. By-law No. 19466, passed by the council of the Cor- By-law  
No. 19466  
validated  
 poration on the 21st day of June, 1955, to amend By-law  
 No. 13273 of the Corporation respecting the Toronto Police  
 Benefit Fund, is hereby declared to have been legally and  
 validly passed by the council and to be legal, valid and  
 binding from the date of the passing thereof.

4. By-law No. 19183, to amend By-law No. 10649 of the By-law  
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and 19184  
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 authorize an agreement between the Corporation and The

Firemen's Benefit Fund Committee by which the Corporation agreed to contribute annual amounts until the year 1984 to maintain the Fund on a sound actuarial basis, both passed by the council of the Corporation on the 14th day of June, 1954, are hereby declared to have been legally and validly passed by the council and to be legal, valid and binding from the date of the passing thereof.

Authority  
to apply  
funds  
realized  
from  
capital  
assets to  
capital  
works

**5.** The Corporation may reserve any or all moneys realized by it from the sale of land, buildings or other permanent assets of the Corporation and may apply such money for any undertaking, work, project, scheme, act, matter or thing, the cost or any portion of the cost of which could be raised in a subsequent year or provided by the issue of debentures, and shall not use such money for any other purpose without the approval of the Minister of Municipal Affairs.

Letting  
concessions  
in public  
parks and  
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**6.** The Corporation is authorized to enter into agreements to let, for any period not exceeding ten years, the right to rent, erect or use beach umbrellas, wind-breaks, chairs, seats, beach equipment, canoes, boats, floats, souvenirs, amusement devices and other concessions within any public park or on any beach or water front under the jurisdiction of the Corporation on such terms and conditions as the council of the Corporation may prescribe.

Commence-  
ment

**7.** This Act comes into force on the day it receives Royal Assent.

Short title

**8.** This Act may be cited as *The City of Toronto Act, 1959*.

## SCHEDULE

THIS INDENTURE made in quadruplicate this 10th day of November, one thousand nine hundred and fifty-eight.

IN PURSUANCE OF *The Short Forms of Leases Act*,

BETWEEN:

THE CORPORATION OF THE CITY OF TORONTO,  
hereinafter called "the Lessor",

OF THE FIRST PART,

—and—

THE BOARD OF EDUCATION FOR THE CITY OF TORONTO,  
hereinafter called "the Lessee",

OF THE SECOND PART.

WHEREAS the Lessor is the owner of the lands and premises hereinafter described, including the building erected thereon;

AND WHEREAS as appears by Report No. 19 of the Committee on Parks and Exhibitions of the Lessor as adopted in its Council on the 10th day of November, 1958, it is recommended that the said lands and premises be demised and leased unto the Lessee for the purpose of a Forest (Public) School for the term, at the rent and upon the terms and conditions, all as in the said Report and hereinafter set forth.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the County of York and Province of Ontario, being composed of part of Township Lot No. 36, in the First Concession from the Bay in the Original Township of York, but now in the said City of Toronto, the boundaries of the said parcel being described as follows:

Premising that the northerly limit of the said Township Lot No. 36 hereinafter referred to is on a course of North seventy-three degrees and fifteen minutes East (N. 73° 15' E.) and governs all bearings herein, then:

COMMENCING at a point distant five hundred feet eight and three quarter inches (500' 8¾") south of the said northerly limit of Lot No. 36 measured along a line drawn on a course of South sixteen degrees and forty-five minutes East (S. 16° 45' E.) from a point in the said northerly limit of lot distant sixteen feet three and three quarter inches (16' 3¾") measured easterly thereon from the northwesterly angle of the said lot;

Thence South twenty degrees and twenty-eight minutes East (S. 20° 28' E.) four hundred and eighty-two feet and eight inches (482' 8");

Thence North eighty-three degrees and three minutes East (N. 83° 03' E.) three hundred and ninety-seven feet two and one half inches (397' 2½");

Thence North six degrees and fifty-seven minutes West (N. 6° 57' W.) two hundred and eighteen feet ten and one half inches (218' 10½");

Thence North sixty-three degrees and forty-two minutes West (N. 63° 42' W.) one hundred and forty-two feet and nine inches (142' 9");

Thence North sixty-eight degrees and fifty-three minutes West (N. 68° 53' W.) two hundred and sixty-two feet and seven inches (262' 7");

Thence North seventy-nine degrees and fifty-six minutes West (N. 79° 56' W.) one hundred and sixty-six feet and four inches (166' 4") more or less to the point of commencement, which said parcel is outlined in red on the Print of Plan dated December 16, 1957, annexed hereto and forming a part hereof, prepared by the Director, Surveying Division, Department of Public Works, of the Lessor.

Reserving unto the Lessor, its successors and assigns, the right, license or easement or right in the nature of an easement to use, maintain, repair, replace and/or reconstruct the sewer or any part thereof, located in, across and through that part of the hereinbefore described parcel of land more particularly hereinafter described, and from time to time and at all times hereafter with the servants, agents, workmen and contractors of the Lessor or any of them, and all plant, machinery, vehicles, tools and material as may be necessary, to enter into and upon the said hereinafter described lands or any part thereof, for the purpose of opening, inspecting and/or altering the said sewer or any part thereof, and/or for any other lawful purpose that may be necessary for the full enjoyment and exercise of the easement rights hereby reserved. The land affected by this reservation of easement is a strip of land ten feet (10' 0") in perpendicular width lying five feet (5' 0") on either side of the centre line described as follows:

Beginning at a point in the southerly limit of the hereinbefore described parcel of land distant one hundred and fifty-three feet one and one quarter inches (153' 1 $\frac{1}{4}$ ") measured on a course of North eighty-three degrees and three minutes East (N. 83° 03' E.) from the south-westerly angle thereof;

Thence North forty-eight degrees and thirty-eight minutes East (N. 48° 38' E.) two hundred and sixty-five feet and five inches (265' 5");

Thence on a course of about North twenty-five degrees and forty-four minutes East (N. 25° 44' E.) a distance of forty-six feet and seven inches (46' 7") more or less to a point in the easterly limit of the said hereinbefore described parcel distant twenty-nine feet seven and three quarter inches (29' 7 $\frac{3}{4}$ ") measured on a course of South six degrees and fifty-seven minutes East (S. 6° 57' E.) from the northeasterly angle thereof, which said strip of land is hereinafter called "the Easement Land" and is outlined in green on the said hereinbefore mentioned Print of Plan dated December 16, 1957.

TO HAVE AND TO HOLD the said demised premises for and during the term of five years from the 1st day of December, 1957, and from thenceforth next ensuing and fully to be complete and ended, for the purpose of a Forest (Public) School and for no other purpose whatsoever.

YIELDING AND PAYING THEREFOR yearly and every year during the term hereby demised the sum of One Dollar (\$1.00) payable in advance to the City Treasurer of the Lessor at his office in the City Hall, Toronto, on the first day of the month of December in each and every year during the term hereby demised, the first of such payments to become due and be paid on the execution hereof.

#### THE LESSEE COVENANTS WITH THE LESSOR as follows:

1. To pay rent and to pay taxes, including taxes for local improvements, and all the rates, whether municipal or parliamentary, assessed against the premises hereby demised provided that when and so often as the Lessee shall neglect or omit to pay any such taxes, rates, local improvement rates or other assessments, the Lessor may pay the same and may thereupon charge them to the Lessee who hereby covenants to pay the same forthwith, and agrees with the Lessor that the Lessor shall have and enjoy the same remedies and may take the same steps for recovery thereof as the Lessor would and could have and take for the recovery of rent in arrears.

2. To repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted, to the satisfaction of the Commissioner of Parks and Recreation of the Lessor.

3. That the Lessor may enter and view state of repair; and the Lessee will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted, to the satisfaction of the Commissioner of Parks and Recreation of the Lessor.

4. The Lessee will not assign or sub-let without leave provided that such consent may, notwithstanding any statutory provisions to the contrary, be arbitrarily refused by the Lessor in its sole and uncontrolled discretion.

5. That the Lessee will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

6. That the Lessee will pay all hydro-electric charges, gas and water rates assessed or chargeable upon or in respect to the premises hereby demised and shall be responsible for providing the necessary janitorial services for the said demised premises.

7. That the Lessee shall be responsible for heating the premises hereby demised entirely at the expense of the Lessee.

8. That the Lessee will at all times during the said term keep the premises hereby demised in a clean, orderly, and sanitary and attractive condition that is satisfactory to the Commissioner of Parks and Recreation and the Medical Officer of Health of the Lessor.

9. That the Lessee will not,

- (a) permit or allow any boisterous, unseemly or unlawful conduct in or upon the said demised premises; and
- (b) make or do or permit or allow to be made or done anything, in or upon the said demised premises, which should be deemed a nuisance or which shall be offensive or shall be annoying to the Lessor or to the users or occupiers of private properties in the vicinity of the said demised premises.

10. No intoxicating, alcoholic or fermented ale, wine, liquor or spirits shall be sold, dispensed or with the knowledge of the Lessee consumed in or on the premises hereby demised and if any such ale, wine, liquor or spirits are so consumed, sold or dispensed in or on the said demised premises this lease may at the option of the Lessor be terminated forthwith by the Lessor and the Lessee may thereupon be removed from possession without any notice, and shall not be entitled to any compensation by reason of such termination or otherwise howsoever.

10a. That the Lessee will not prune, remove, or in any way damage or destroy, or permit or allow to be pruned, removed, or in any way damaged or destroyed any trees located on the land hereby demised without the consent of the said Commissioner of Parks and Recreation of the Lessor first had and obtained.

11. That the Lessee will not use or occupy the said land hereby demised or permit or allow the said demised land to be used or occupied for any purpose whatsoever other than the purpose of a Forest (Public) School; and it is hereby mutually understood and agreed by and between the Lessor and the Lessee that in the event that any at time the premises hereby demised are not used or occupied by the Lessee for the purpose of a Forest (Public) School for the period of one year and the Lessor gives the Lessee thirty days notice in writing of its intention to terminate this lease, or in the event that at any time during the said term the said demised premises are used in contravention of this covenant and agreement and such contravention continues for thirty days after the receipt by the Lessee of notice in writing from the Lessor or the Commissioner of Parks and Recreation of the Lessor setting out the particulars of such contravention, the Lessor in any such case shall have the right to forthwith terminate this lease and thereupon all the rights of the Lessee hereunder shall immediately cease, determine and be at an end and the Lessor may re-enter and take possession of the said demised premises without pro-

cess of law, and without being liable for payment to the Lessee of any compensation or other monies whatsoever by reason of such termination or otherwise howsoever.

12. That the Lessee will not erect, place or demolish or permit or allow to be erected, placed or demolished on the land hereby demised any building or other structure or erection of any kind whatsoever or any part thereof or make or suffer to be made any extensions, additions, alterations or improvements whatsoever to the said demised premises without the approval of the Commissioner of Parks and Recreation of the Lessor and a permit therefor from the Commissioner of Buildings of the Lessor, first had and obtained provided that this covenant shall not apply to the removal from the said demised premises of platforms placed thereon by the Lessee for school class purposes.

13. That the Lessee shall at all times fully observe and comply with and endeavour to ensure strict observance of and compliance with all statutory requirements, regulations, rules and/or by-laws of every municipal or other authority which in any manner affect or relate to the premises hereby demised and/or the use of the demised premises or any part thereof by the Lessee hereunder.

14. That the Lessee from time to time and at all times during the term of this lease, shall at the cost, charge and expense of the Lessee obtain all permits and licenses required by and incident to the use and occupation of the premises hereby demised by the Lessee or any other person.

15. That the Lessee will not put up or exhibit, or permit or allow to be put up or exhibited upon any part of the premises hereby demised, any sign, notice, notice-board, painting, design or other device advertising any business, undertaking or scheme, or any other sign or advertisement that may be objectionable to the Commissioner of Parks and Recreation of the Lessor without the consent in writing of such Commissioner or of some other officer of the Lessor authorized to give such consent, first had and obtained.

16. That the Lessee shall indemnify and keep indemnified the Lessor against all loss, cost, damage or expense arising out of or in any way incidental to the leasing by the Lessor to the Lessee of the premises hereby demised and/or the use and occupation of the said demised premises by the Lessee and its servants, employees, contractors, licensees and invitees or any of them under the provisions of this Indenture of Lease or otherwise howsoever.

17. That the Lessee will not place or erect or cause or permit to be placed or erected over or upon the Easement Land herein any building or permanent structure of any kind, and the Lessee will not injure, endanger or interfere with the sewer located in the said Easement Land.

18. That the Lessee will at the expense of the Lessee, deposit and keep deposited with the City Treasurer of the Lessor during the whole of the said term, a policy or policies of insurance insuring against damage or destruction by fire or any peril listed in the standard broad coverage fire insurance endorsement, the building forming a part of the said demised premises at the date hereof, with a Company and limits and in a form that are satisfactory to the said City Treasurer, and with loss thereunder payable to the Lessor, and in the event of damage to or the destruction of the said building or any part thereof as aforesaid, the Lessor shall apply the proceeds of insurance covering such damage or destruction to restore, replace or repair the said building or part thereof, as the case may be, provided, however, if such damage or destruction is sufficient to render the said building untenable, the Lessor shall have the right within fifteen days after the occurrence of the said damage or destruction to forthwith terminate this lease and thereupon all the rights of the Lessee hereunder shall immediately cease, determine and be at an end and the Lessor may re-enter and take possession of the said demised premises without process of law, and without being liable for payment to the Lessee of any compensation or other monies whatsoever by reason of such termination or otherwise howsoever.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants.

THE LESSOR COVENANTS WITH THE LESSEE as follows:

1. For quiet enjoyment.

2. That if, at the expiration of the term hereby granted or of any future term of five years, the Lessee shall be desirous of taking a renewal lease of the premises hereby demised for a further term of five years, the Lessee then conforming to all the terms and conditions herein mentioned and set forth, the Lessor will at the cost and charges of the Lessee, grant except as is herein otherwise provided, such renewal lease for the further term of five years from the expiration of the present or existing lease, at the same rent as is provided hereunder.

IT IS HEREBY DECLARED AND AGREED by and between the parties hereto as follows:

1. That in the event of the Lessor or The Municipality of Metropolitan Toronto requiring possession of the premises hereby demised at any time for a municipal purpose or purposes, the Lessor shall have the right to terminate this lease upon giving to the Lessee at any time one years notice in writing of the intention of the Lessor to terminate the said lease and such notice having been given, the said lease shall terminate exactly one year after the receipt of such notice by the Lessee and the Lessee shall not be entitled to receive from the Lessor any compensation or other monies whatsoever by reason of such termination or otherwise howsoever.

2. That the renewal lease (if any) to be given at the expiration of the term hereby granted shall contain covenants, provisoes and agreements similar to those contained in these presents.

3. That the covenants hereinbefore set forth to repair, to repair according to notice in writing and to leave in good repair shall apply to all buildings, structures and erections of any kind erected or placed on the land hereby demised by the Lessee as well as to those (if any), placed thereon by the Lessor.

4. That the building located on the land hereby demised at the date hereof, and any extensions, additions, alterations, and improvements thereto that may be erected or made from time to time, and any other permanent structure or erection that may be placed or erected on the said demised land, shall for all purposes be the sole property of the Lessor.

5. That any notice that the Lessor may be required to give to the Lessee under the provisions of this lease shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail and addressed to the Lessee at 155 College Street, Toronto, and shall irrevocably be presumed to have been received by the Lessee on the third day following such registration.

6. The Commissioner of Parks and Recreation of the Lessor or his duly authorized representative, shall have the right to enter in or upon the said demised premises or any part thereof, at any time during the said term.

7. That the Lessor shall at the sole expense of the Board take all possible steps to obtain at the next ensuing session of the Legislature of the Province of Ontario legislation validating and confirming this lease, and in the event that an application by the Lessor for such legislation is refused, the Lessor shall have the right to terminate this lease upon giving to the Lessee at any time thirty days notice in writing of the intention of the Lessor to terminate the said lease, and such notice having been given, this lease will terminate exactly thirty days after the receipt of such notice by the Lessee and the Lessee shall not be entitled to receive from the Lessor any compensation or other monies by reason of such termination or otherwise howsoever.

8. That the Lessee will not under any circumstances be entitled to receive from the Lessor any compensation whatsoever for the building forming part of the said demised premises or for or by reason of any extensions, additions, alterations and/or improvements now made or hereafter to be made to the said demised premises or any part thereof.

9. That every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto affixed their respective corporate seals attested to by the hands of their respective proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED

(Seal)

The City of Toronto

(Seal)

The Board of Education,  
Toronto

THE CORPORATION OF THE CITY OF  
TORONTO:

NATHAN PHILLIPS,  
*Mayor.*

W. M. CAMPBELL,  
*Deputy Treasurer.*

THE BOARD OF EDUCATION FOR THE  
CITY OF TORONTO:

T. A. WARDLE,  
(for) *Chairman.*

Z. PHIMISTER,  
*Director of Education.*

Approved as to form:

D. HILLIS OSBORNE,  
*Solicitor.*

Plan shewing part of High Park leased to Board of Education, attached.





An Act respecting  
the City of Toronto

---

*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. GROSSMAN

---

(Reprinted as amended by the  
Committee on Private Bills)

No. Pr26

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting the City of Toronto**

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**MR. GROSSMAN**

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**TORONTO**  
**PRINTED AND PUBLISHED BY BAPTIST JOHNSTON**  
**PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY**



No. Pr26

1959

# BILL

## An Act respecting the City of Toronto

**W**HEREAS The Corporation of the City of Toronto, <sup>Preamble</sup> herein called the Corporation, by its petition has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** The lease dated the 10th day of November, 1958, <sup>Lease re Forest (Public) School, confirmation of</sup> between the Corporation and The Board of Education for the City of Toronto, set forth as the Schedule hereto, is hereby confirmed and declared to be legal, valid and binding upon the parties thereto and the parties are hereby empowered to carry out their respective obligations and exercise their respective privileges thereunder.

**2.** The Corporation is authorized to pay an allowance <sup>Retirement allowance to Edward Armour authorized</sup> upon retirement of \$1,450 annually for life to Edward Armour, clerical assistant to the Chief Coroner of Metropolitan Toronto and Supervising Coroner for the Province of Ontario, and is further authorized to enter into an agreement with Her Majesty the Queen in right of the Province of Ontario, represented by the Attorney-General, for sharing in the payment of the allowance.

**3.** By-law No. 19466, passed by the council of the Corporation on the 21st day of June, 1955, to amend <sup>By-law No. 19466 validated</sup> By-law No. 13273 of the Corporation respecting the Toronto Police Benefit Fund, is hereby declared to have been legally and validly passed by the council and to be legal, valid and binding from the date of the passing thereof.

**4.** By-law No. 19183, to amend By-law No. 10649 of the Corporation respecting the Toronto Fire Department Superannuation and Benefit Fund, and By-law No. 19184, to <sup>By-law Nos. 19183 and 19184 validated</sup> authorize an agreement between the Corporation and The

Firemen's Benefit Fund Committee by which the Corporation agreed to contribute annual amounts until the year 1984 to maintain the Fund on a sound actuarial basis, both passed by the council of the Corporation on the 14th day of June, 1954, are hereby declared to have been legally and validly passed by the council and to be legal, valid and binding from the date of the passing thereof.

Authority  
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**5.** The Corporation may reserve any or all moneys realized by it from the sale of land, buildings or other permanent assets of the Corporation and may apply such money for any undertaking, work, project, scheme, act, matter or thing, the cost or any portion of the cost of which could be raised in a subsequent year or provided by the issue of debentures, and shall not use such money for any other purpose without the approval of the Minister of Municipal Affairs.

Letting  
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**6.** The Corporation is authorized to enter into agreements to let, for any period not exceeding ten years, the right to rent, erect or use beach umbrellas, wind-breaks, chairs, seats, beach equipment, canoes, boats, floats, souvenirs, amusement devices and other concessions within any public park or on any beach or water front under the jurisdiction of the Corporation on such terms and conditions as the council of the Corporation may prescribe.

Commence-  
ment

**7.** This Act comes into force on the day it receives Royal Assent.

Short title

**8.** This Act may be cited as *The City of Toronto Act, 1959*.

## SCHEDULE

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IN PURSUANCE OF *The Short Forms of Leases Act*,

BETWEEN:

THE CORPORATION OF THE CITY OF TORONTO,  
hereinafter called "the Lessor",

OF THE FIRST PART,

—and—

THE BOARD OF EDUCATION FOR THE CITY OF TORONTO,  
hereinafter called "the Lessee",

OF THE SECOND PART.

WHEREAS the Lessor is the owner of the lands and premises hereinafter described, including the building erected thereon;

AND WHEREAS as appears by Report No. 19 of the Committee on Parks and Exhibitions of the Lessor as adopted in its Council on the 10th day of November, 1958, it is recommended that the said lands and premises be demised and leased unto the Lessee for the purpose of a Forest (Public) School for the term, at the rent and upon the terms and conditions, all as in the said Report and hereinafter set forth.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the County of York and Province of Ontario, being composed of part of Township Lot No. 36, in the First Concession from the Bay in the Original Township of York, but now in the said City of Toronto, the boundaries of the said parcel being described as follows:

Premising that the northerly limit of the said Township Lot No. 36 hereinafter referred to is on a course of North seventy-three degrees and fifteen minutes East (N. 73° 15' E.) and governs all bearings herein, then:

COMMENCING at a point distant five hundred feet eight and three quarter inches (500' 8¾") south of the said northerly limit of Lot No. 36 measured along a line drawn on a course of South sixteen degrees and forty-five minutes East (S. 16° 45' E.) from a point in the said northerly limit of lot distant sixteen feet three and three quarter inches (16' 3¾") measured easterly thereon from the northwesterly angle of the said lot;

Thence South twenty degrees and twenty-eight minutes East (S. 20° 28' E.) four hundred and eighty-two feet and eight inches (482' 8");

Thence North eighty-three degrees and three minutes East (N. 83° 03' E.) three hundred and ninety-seven feet two and one half inches (397' 2½");

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Thence North sixty-three degrees and forty-two minutes West (N. 63° 42' W.) one hundred and forty-two feet and nine inches (142' 9");

Thence North sixty-eight degrees and fifty-three minutes West (N. 68° 53' W.) two hundred and sixty-two feet and seven inches (262' 7");

Thence North seventy-nine degrees and fifty-six minutes West (N. 79° 56' W.) one hundred and sixty-six feet and four inches (166' 4") more or less to the point of commencement, which said parcel is outlined in red on the Print of Plan dated December 16, 1957, annexed hereto and forming a part hereof, prepared by the Director, Surveying Division, Department of Public Works, of the Lessor.

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Beginning at a point in the southerly limit of the hereinbefore described parcel of land distant one hundred and fifty-three feet one and one quarter inches (153' 1 $\frac{1}{4}$ ") measured on a course of North eighty-three degrees and three minutes East (N. 83° 03' E.) from the south-westerly angle thereof;

Thence North forty-eight degrees and thirty-eight minutes East (N. 48° 38' E.) two hundred and sixty-five feet and five inches (265' 5");

Thence on a course of about North twenty-five degrees and forty-four minutes East (N. 25° 44' E.) a distance of forty-six feet and seven inches (46' 7") more or less to a point in the easterly limit of the said hereinbefore described parcel distant twenty-nine feet seven and three quarter inches (29' 7 $\frac{3}{4}$ ") measured on a course of South six degrees and fifty-seven minutes East (S. 6° 57' E.) from the northeasterly angle thereof, which said strip of land is hereinafter called "the Easement Land" and is outlined in green on the said hereinbefore mentioned Print of Plan dated December 16, 1957.

TO HAVE AND TO HOLD the said demised premises for and during the term of five years from the 1st day of December, 1957, and from thenceforth next ensuing and fully to be complete and ended, for the purpose of a Forest (Public) School and for no other purpose whatsoever.

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1. To pay rent and to pay taxes, including taxes for local improvements, and all the rates, whether municipal or parliamentary, assessed against the premises hereby demised provided that when and so often as the Lessee shall neglect or omit to pay any such taxes, rates, local improvement rates or other assessments, the Lessor may pay the same and may thereupon charge them to the Lessee who hereby covenants to pay the same forthwith, and agrees with the Lessor that the Lessor shall have and enjoy the same remedies and may take the same steps for recovery thereof as the Lessor would and could have and take for the recovery of rent in arrears.

2. To repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted, to the satisfaction of the Commissioner of Parks and Recreation of the Lessor.



3. That the Lessor may enter and view state of repair; and the Lessee will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted, to the satisfaction of the Commissioner of Parks and Recreation of the Lessor.

4. The Lessee will not assign or sub-let without leave provided that such consent may, notwithstanding any statutory provisions to the contrary, be arbitrarily refused by the Lessor in its sole and uncontrolled discretion.

5. That the Lessee will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

6. That the Lessee will pay all hydro-electric charges, gas and water rates assessed or chargeable upon or in respect to the premises hereby demised and shall be responsible for providing the necessary janitorial services for the said demised premises.

7. That the Lessee shall be responsible for heating the premises hereby demised entirely at the expense of the Lessee.

8. That the Lessee will at all times during the said term keep the premises hereby demised in a clean, orderly, and sanitary and attractive condition that is satisfactory to the Commissioner of Parks and Recreation and the Medical Officer of Health of the Lessor.

9. That the Lessee will not,

(a) permit or allow any boisterous, unseemly or unlawful conduct in or upon the said demised premises; and

(b) make or do or permit or allow to be made or done anything, in or upon the said demised premises, which should be deemed a nuisance or which shall be offensive or shall be annoying to the Lessor or to the users or occupiers of private properties in the vicinity of the said demised premises.

10. No intoxicating, alcoholic or fermented ale, wine, liquor or spirits shall be sold, dispensed or with the knowledge of the Lessee consumed in or on the premises hereby demised and if any such ale, wine, liquor or spirits are so consumed, sold or dispensed in or on the said demised premises this lease may at the option of the Lessor be terminated forthwith by the Lessor and the Lessee may thereupon be removed from possession without any notice, and shall not be entitled to any compensation by reason of such termination or otherwise howsoever.

10a. That the Lessee will not prune, remove, or in any way damage or destroy, or permit or allow to be pruned, removed, or in any way damaged or destroyed any trees located on the land hereby demised without the consent of the said Commissioner of Parks and Recreation of the Lessor first had and obtained.

11. That the Lessee will not use or occupy the said land hereby demised or permit or allow the said demised land to be used or occupied for any purpose whatsoever other than the purpose of a Forest (Public) School; and it is hereby mutually understood and agreed by and between the Lessor and the Lessee that in the event that any at time the premises hereby demised are not used or occupied by the Lessee for the purpose of a Forest (Public) School for the period of one year and the Lessor gives the Lessee thirty days notice in writing of its intention to terminate this lease, or in the event that at any time during the said term the said demised premises are used in contravention of this covenant and agreement and such contravention continues for thirty days after the receipt by the Lessee of notice in writing from the Lessor or the Commissioner of Parks and Recreation of the Lessor setting out the particulars of such contravention, the Lessor in any such case shall have the right to forthwith terminate this lease and thereupon all the rights of the Lessee hereunder shall immediately cease, determine and be at an end and the Lessor may re-enter and take possession of the said demised premises without pro-

cess of law, and without being liable for payment to the Lessee of any compensation or other monies whatsoever by reason of such termination or otherwise howsoever.

12. That the Lessee will not erect, place or demolish or permit or allow to be erected, placed or demolished on the land hereby demised any building or other structure or erection of any kind whatsoever or any part thereof or make or suffer to be made any extensions, additions, alterations or improvements whatsoever to the said demised premises without the approval of the Commissioner of Parks and Recreation of the Lessor and a permit therefor from the Commissioner of Buildings of the Lessor, first had and obtained provided that this covenant shall not apply to the removal from the said demised premises of platforms placed thereon by the Lessee for school class purposes.

13. That the Lessee shall at all times fully observe and comply with and endeavour to ensure strict observance of and compliance with all statutory requirements, regulations, rules and/or by-laws of every municipal or other authority which in any manner affect or relate to the premises hereby demised and/or the use of the demised premises or any part thereof by the Lessee hereunder.

14. That the Lessee from time to time and at all times during the term of this lease, shall at the cost, charge and expense of the Lessee obtain all permits and licenses required by and incident to the use and occupation of the premises hereby demised by the Lessee or any other person.

15. That the Lessee will not put up or exhibit, or permit or allow to be put up or exhibited upon any part of the premises hereby demised, any sign, notice, notice-board, painting, design or other device advertising any business, undertaking or scheme, or any other sign or advertisement that may be objectionable to the Commissioner of Parks and Recreation of the Lessor without the consent in writing of such Commissioner or of some other officer of the Lessor authorized to give such consent, first had and obtained.

16. That the Lessee shall indemnify and keep indemnified the Lessor against all loss, cost, damage or expense arising out of or in any way incidental to the leasing by the Lessor to the Lessee of the premises hereby demised and/or the use and occupation of the said demised premises by the Lessee and its servants, employees, contractors, licensees and invitees or any of them under the provisions of this Indenture of Lease or otherwise howsoever.

17. That the Lessee will not place or erect or cause or permit to be placed or erected over or upon the Easement Land herein any building or permanent structure of any kind, and the Lessee will not injure, endanger or interfere with the sewer located in the said Easement Land.

18. That the Lessee will at the expense of the Lessee, deposit and keep deposited with the City Treasurer of the Lessor during the whole of the said term, a policy or policies of insurance insuring against damage or destruction by fire or any peril listed in the standard broad coverage fire insurance endorsement, the building forming a part of the said demised premises at the date hereof, with a Company and limits and in a form that are satisfactory to the said City Treasurer, and with loss thereunder payable to the Lessor, and in the event of damage to or the destruction of the said building or any part thereof as aforesaid, the Lessor shall apply the proceeds of insurance covering such damage or destruction to restore, replace or repair the said building or part thereof, as the case may be, provided, however, if such damage or destruction is sufficient to render the said building untenable, the Lessor shall have the right within fifteen days after the occurrence of the said damage or destruction to forthwith terminate this lease and thereupon all the rights of the Lessee hereunder shall immediately cease, determine and be at an end and the Lessor may re-enter and take possession of the said demised premises without process of law, and without being liable for payment to the Lessee of any compensation or other monies whatsoever by reason of such termination or otherwise howsoever.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants.

THE LESSOR COVENANTS WITH THE LESSEE as follows:

1. For quiet enjoyment.

2. That if, at the expiration of the term hereby granted or of any future term of five years, the Lessee shall be desirous of taking a renewal lease of the premises hereby demised for a further term of five years, the Lessee then conforming to all the terms and conditions herein mentioned and set forth, the Lessor will at the cost and charges of the Lessee, grant except as is herein otherwise provided, such renewal lease for the further term of five years from the expiration of the present or existing lease, at the same rent as is provided hereunder.

IT IS HEREBY DECLARED AND AGREED by and between the parties hereto as follows:

1. That in the event of the Lessor or The Municipality of Metropolitan Toronto requiring possession of the premises hereby demised at any time for a municipal purpose or purposes, the Lessor shall have the right to terminate this lease upon giving to the Lessee at any time one years notice in writing of the intention of the Lessor to terminate the said lease and such notice having been given, the said lease shall terminate exactly one year after the receipt of such notice by the Lessee and the Lessee shall not be entitled to receive from the Lessor any compensation or other monies whatsoever by reason of such termination or otherwise howsoever.

2. That the renewal lease (if any) to be given at the expiration of the term hereby granted shall contain covenants, provisoes and agreements similar to those contained in these presents.

3. That the covenants hereinbefore set forth to repair, to repair according to notice in writing and to leave in good repair shall apply to all buildings, structures and erections of any kind erected or placed on the land hereby demised by the Lessee as well as to those (if any), placed thereon by the Lessor.

4. That the building located on the land hereby demised at the date hereof, and any extensions, additions, alterations, and improvements thereto that may be erected or made from time to time, and any other permanent structure or erection that may be placed or erected on the said demised land, shall for all purposes be the sole property of the Lessor.

5. That any notice that the Lessor may be required to give to the Lessee under the provisions of this lease shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail and addressed to the Lessee at 155 College Street, Toronto, and shall irrebuttably be presumed to have been received by the Lessee on the third day following such registration.

6. The Commissioner of Parks and Recreation of the Lessor or his duly authorized representative, shall have the right to enter in or upon the said demised premises or any part thereof, at any time during the said term.

7. That the Lessor shall at the sole expense of the Board take all possible steps to obtain at the next ensuing session of the Legislature of the Province of Ontario legislation validating and confirming this lease, and in the event that an application by the Lessor for such legislation is refused, the Lessor shall have the right to terminate this lease upon giving to the Lessee at any time thirty days notice in writing of the intention of the Lessor to terminate the said lease, and such notice having been given, this lease will terminate exactly thirty days after the receipt of such notice by the Lessee and the Lessee shall not be entitled to receive from the Lessor any compensation or other monies by reason of such termination or otherwise howsoever.

8. That the Lessee will not under any circumstances be entitled to receive from the Lessor any compensation whatsoever for the building forming part of the said demised premises or for or by reason of any extensions, additions, alterations and/or improvements now made or hereafter to be made to the said demised premises or any part thereof.

9. That every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto affixed their respective corporate seals attested to by the hands of their respective proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED

(Seal)

The City of Toronto

(Seal)

The Board of Education,  
Toronto

THE CORPORATION OF THE CITY OF  
TORONTO:

NATHAN PHILLIPS,  
*Mayor.*

W. M. CAMPBELL,  
*Deputy Treasurer.*

THE BOARD OF EDUCATION FOR THE  
CITY OF TORONTO:

T. A. WARDLE,  
(for) *Chairman.*

Z. PHIMISTER,  
*Director of Education.*

Approved as to form:

D. HILLIS OSBORNE,  
*Solicitor.*

Plan shewing part of High Park leased to Board of Education, attached.

2000

An Act respecting  
the City of Toronto

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*1st Reading*

February 17th, 1959

*2nd Reading*

March 13th, 1959

*3rd Reading*

March 17th, 1959

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MR. GROSSMAN

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting  
The Sisters of the Good Shepherd of Quebec**

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MR. GUINDON

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(PRIVATE BILL)





No. Pr27

1959

# BILL

## An Act respecting The Sisters of the Good Shepherd of Quebec

**W**HEREAS The Sisters of the Good Shepherd of Quebec, Preamble herein called the Corporation, a corporation incorporated by *An Act respecting l'Asile du Bon-Pasteur de Québec*, being chapter 157 of the Statutes of Quebec, 1956-57, is the successor to Asylum of the Good Shepherd of Quebec, a corporation incorporated by *An Act to incorporate the Asylum of the Good Shepherd of Quebec*, being chapter 233 of the Statutes of the Province of Canada, 1855; and whereas the Corporation by its petition has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. The lands described in the Schedule hereto, situate at Lands the Town of Hawkesbury in the County of Prescott and vested in Province of Ontario, acquired by Asylum of the Good Shepherd of Quebec, are hereby vested in the Corporation in fee simple free and clear from all right, title and interest of the Public Trustee and also free and clear from all right, title and interest other than that of the Corporation. Corporation

2.—(1) The Corporation is hereby empowered from time Powers to time to acquire in mortmain, to hold in perpetuity and to re land assure in mortmain any land in the Province of Ontario necessary for the actual use and occupation of the Corporation or for carrying on its undertaking.

(2) Land acquired or held by the Corporation shall be Idem disposed of by the Corporation within seven years from the time when the land ceases to be necessary for the actual use and occupation of the Corporation or for carrying on its undertaking.

3. This Act comes into force on the day it receives Royal Commence- Assent. ment

4. This Act may be cited as *The Sisters of the Good Shepherd* Short title of Quebec Act, 1959.

## SCHEDULE

ALL AND SINGULAR, that certain parcel or tract of land and premises situate, lying and being in the Town of Hawkesbury in the County of Prescott and Province of Ontario, and being composed of parts of Blocks 23 and 24 on the Westerly side of McGill Street in the said Town of Hawkesbury, according to the plan of the said Town and made by A. J. McPherson, O.L.S., and registered in the Registry Office for the Registry Division of the County of Prescott on the 7th day of January, 1901 as Plan No. 37, the said lands being more particularly described as follows:

COMMENCING at a point in the Westerly boundary of McGill Street distant 23.48 feet Northerly from the intersection of the said boundary with the centre line of the lands formerly owned by the Canadian Northern Ontario Railway, the said centre line being described as follows:

“Commencing on the Westerly limit of McGill Street, said limit having a bearing of North 35 degrees, 56 minutes East, at a point on said Westerly limit distant 5.5 feet, measured Southerly thereon from the Southeast angle of Lot 40, Block 23, West McGill Street;

THENCE North 84 degrees, 20 minutes West to a point in the Easterly boundary of Reinhardt Street, said point being distant 15 feet measured southerly along said Easterly boundary from the Southwest angle of Lot 31 in Block 29, Registered Plan 37;”

THENCE from the said place of beginning (namely, 23.48 feet measured Northerly along the Westerly boundary of McGill Street from the above described centre line) Westerly and parallel with the said centre line a distance of 574.72 feet more or less to the Easterly or right bank of Mill Brook crossing Block 24 and flowing towards the Ottawa River;

THENCE Northerly but always following the right bank of said Mill Brook to its intersection with the production Westerly of a line drawn parallel with the line between Lots 43 and 44, Block 23, West McGill Street through a point in the Easterly limit of Lot 43 distant 15 feet southerly from the Northeast corner of Lot 43;

THENCE Easterly along the said parallel line a distance of 217 feet more or less to the Easterly limit of said Lot 43, West McGill Street;

THENCE Southerly along the Easterly limit of Lots 43, 42, 41 and 40, being also the Westerly limit of McGill Street a distance of 207.02 feet more or less to the point of commencement.







An Act respecting The Sisters of  
the Good Shepherd of Quebec

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*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

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MR. GUNDON

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(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

An Act respecting  
**The Sisters of the Good Shepherd of Quebec**

---

MR. GUINDON

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No. Pr27

1959

# BILL

## An Act respecting The Sisters of the Good Shepherd of Quebec

**W**HEREAS The Sisters of the Good Shepherd of Quebec, Preamble  
herein called the Corporation, a corporation incorporated by *An Act respecting l'Asile du Bon-Pasteur de Québec*, being chapter 157 of the Statutes of Quebec, 1956-57, is the successor to Asylum of the Good Shepherd of Quebec, a corporation incorporated by *An Act to incorporate the Asylum of the Good Shepherd of Quebec*, being chapter 233 of the Statutes of the Province of Canada, 1855; and whereas the Corporation by its petition has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** The lands described in the Schedule hereto, situate at Lands vested in Corporation  
the Town of Hawkesbury in the County of Prescott and Province of Ontario, acquired by Asylum of the Good Shepherd of Quebec, are hereby vested in the Corporation in fee simple free and clear from all right, title and interest of the Public Trustee and also free and clear from all right, title and interest other than that of the Corporation.

**2.—(1)** The Corporation is hereby empowered from time Powers re land  
to time to acquire in mortmain, to hold in perpetuity and to assure in mortmain any land in the Province of Ontario necessary for the actual use and occupation of the Corporation or for carrying on its undertaking.

**(2)** Land acquired or held by the Corporation shall be Idem  
disposed of by the Corporation within seven years from the time when the land ceases to be necessary for the actual use and occupation of the Corporation or for carrying on its undertaking.

**3.** This Act comes into force on the day it receives Royal Commencement  
Assent.

**4.** This Act may be cited as *The Sisters of the Good Shepherd of Quebec Act, 1959*. Short title

## SCHEDULE

ALL AND SINGULAR, that certain parcel or tract of land and premises situate, lying and being in the Town of Hawkesbury in the County of Prescott and Province of Ontario, and being composed of parts of Blocks 23 and 24 on the Westerly side of McGill Street in the said Town of Hawkesbury, according to the plan of the said Town and made by A. J. McPherson, O.L.S., and registered in the Registry Office for the Registry Division of the County of Prescott on the 7th day of January, 1901 as Plan No. 37, the said lands being more particularly described as follows:

COMMENCING at a point in the Westerly boundary of McGill Street distant 23.48 feet Northerly from the intersection of the said boundary with the centre line of the lands formerly owned by the Canadian Northern Ontario Railway, the said centre line being described as follows:

"Commencing on the Westerly limit of McGill Street, said limit having a bearing of North 35 degrees, 56 minutes East, at a point on said Westerly limit distant 5.5 feet, measured Southerly thereon from the Southeast angle of Lot 40, Block 23, West McGill Street;

THENCE North 84 degrees, 20 minutes West to a point in the Easterly boundary of Reinhardt Street, said point being distant 15 feet measured southerly along said Easterly boundary from the Southwest angle of Lot 31 in Block 29, Registered Plan 37;"

THENCE from the said place of beginning (namely, 23.48 feet measured Northerly along the Westerly boundary of McGill Street from the above described centre line) Westerly and parallel with the said centre line a distance of 574.72 feet more or less to the Easterly or right bank of Mill Brook crossing Block 24 and flowing towards the Ottawa River;

THENCE Northerly but always following the right bank of said Mill Brook to its intersection with the production Westerly of a line drawn parallel with the line between Lots 43 and 44, Block 23, West McGill Street through a point in the Easterly limit of Lot 43 distant 15 feet southerly from the Northeast corner of Lot 43;

THENCE Easterly along the said parallel line a distance of 217 feet more or less to the Easterly limit of said Lot 43, West McGill Street;

THENCE Southerly along the Easterly limit of Lots 43, 42, 41 and 40, being also the Westerly limit of McGill Street a distance of 207.02 feet more or less to the point of commencement.







An Act respecting The Sisters of  
the Good Shepherd of Quebec

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*1st Reading*

February 17th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

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MR. GUINDON

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting the City of Ottawa**

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MR. DUNBAR

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(PRIVATE BILL)





No. Pr28

1959

# BILL

## An Act respecting the City of Ottawa

**W**HEREAS The Corporation of the City of Ottawa, <sup>Preamble</sup> herein called the Corporation, by its petition has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.**—(1) Notwithstanding anything contained in *The Ottawa City Transportation Act*, being chapter 132 of the Statutes of Ontario, 1920, as amended by sections 1 to 16 of *The City of Ottawa Act, 1948* and section 1 of *The City of Ottawa Act, 1954*, <sup>Debenture payments and deficits of transportation system 1948, c. 117 1954, c. 120</sup> The Corporation of the City of Ottawa may, for such period or at such time or times and on such terms and conditions as may be agreed upon between the Corporation and Ottawa Transportation Commission,

- (a) relieve the Commission in whole or in part from the obligation to make payments of principal and interest on debentures heretofore issued by the Corporation for the purposes of the Commission and substitute therefor fixed annual payments by the Commission to the Corporation in respect of so much of such debentures as were issued for the purchase of capital assets of the Commission required for the operation of an entirely bus transportation system;
- (b) provide for fixed annual payments by the Commission to the Corporation in respect of debentures to be issued by the Corporation for the purposes of the Commission in 1959;
- (c) pay to the Commission out of the general revenues of the Corporation the amount required to meet in whole or in part the deficit of the Commission, as at the 31st day of December, 1957, amounting to \$289,595.24, and the deficit of the Commission for 1958, estimated at \$610,000.

Debentures  
authorized  
R.S.O. 1950,  
c. 262

(2) Subject to sections 67 and 68 of *The Ontario Municipal Board Act*, the Corporation may pass by-laws, without obtaining the assent of the electors thereto, for borrowing and may borrow upon debentures of the Corporation such sum or sums of money as may be required to meet the payment or payments referred to in clause *c* of subsection 1.

Release of  
interest in  
assets to  
Corporation

(3) The Commission may release to the Corporation all its interest in assets which cease to be required for the operation of the transportation system.

Regulation  
of tolls  
and fares

(4) Notwithstanding anything contained in section 6 of *The Ottawa City Transportation Act* as amended, Ottawa Transportation Commission shall not be obligated during 1959 to regulate and fix tolls, tariffs of tolls and fares of the transportation system of the Commission in accordance with the said section 6, and, notwithstanding anything contained in section 7 of the said Act as amended, Ottawa Transportation Commission shall not be obligated during 1959 and 1960 to regulate and fix tolls, tariffs of tolls and fares of the transportation system of the Commission in accordance with the said section 7.

1920, c. 132,  
s. 12,  
re-enacted

2. Section 12 of *The Ottawa City Transportation Act*, as amended by section 6 of *The City of Ottawa Act, 1948*, is repealed and the following substituted therefor:

Debentures  
for trans-  
portation  
system

12.—(1) Whenever the Commission deems it necessary or convenient that money should be raised upon debentures of the Corporation for the purposes of the transportation system, it shall prepare and forward to the Council an estimate showing the purpose and amount of the proposed debenture issue.

Approval  
of two-  
thirds vote  
required  
R.S.O. 1950,  
c. 262

(2) If the Council, by an affirmative vote of two-thirds of the members thereof present and voting, approves of the debenture issue, it may, subject to sections 67 and 68 of *The Ontario Municipal Board Act*, pass a by-law, without obtaining the assent of the electors thereto, for borrowing and may borrow upon debentures of the Corporation such sum or sums of money as may be requisite for such purpose.

Where no  
approval,  
assent of  
electors  
required

(3) If a motion to approve of the proposed debenture issue fails to receive a vote of two-thirds of the members present and voting or if the Council fails, within six weeks after the date upon which such estimate is received by it or such longer period as may be agreed upon between the Corporation and the Commission, to provide by by-law for raising

upon debentures the sum specified by the Commission, the Council shall submit a question as to whether the debentures shall be issued to a vote of the electors qualified to vote on money by-laws in the manner provided by *The Municipal Act* and, if the electors assent thereto, the Council shall, within one month after the taking of the vote, pass a by-law authorizing the issue of the debentures and shall thereafter issue the same, and it shall not be necessary that the by-law shall be submitted to the electors for their assent.

**3.** Subsections 2, 3, 4, 5 and 6 of section 2 of *The City of Ottawa Act, 1956* are repealed and the following substituted therefor: <sup>1956, c. 112, s. 2, subss. 2-6, re-enacted</sup>

(2) A parking authority established under this section shall be a body corporate and shall consist of five members, each of whom shall be a resident or rate-payer of the City of Ottawa. <sup>Incorporation</sup>

(3) Three of the members of the parking authority shall be appointed by the council on the nomination of the Board of Control and two of the members shall be nominated and appointed by the council, but, in the event of the Board of Control failing to submit a nomination to the council in respect of one of the first three above-mentioned members within one month after, <sup>Appointment of members</sup>

(a) the passing of the by-law establishing the parking authority;

(b) the term of office for which a member is appointed expires; or

(c) the office of a member becomes vacant,

the council may, on the affirmative vote of at least two-thirds of all the members of the council present and voting, nominate and appoint the member.

(4) The three members firstly mentioned in subsection 3 shall hold office for three years, except on the establishment of the parking authority, when one member shall be appointed to hold office for three years, one for two years and one for one year, and the two members secondly mentioned in subsection 3 shall hold office during the term of office of the members of the council by whom they are appointed. <sup>Term of office</sup>

Idem (5) Notwithstanding the expiry of the term of office for which he is appointed, a member of the parking authority shall hold office until his successor is appointed.

Vacancy (6) Whenever the office of a member of the parking authority becomes vacant during his term of office, the council shall, as set out in subsection 3, appoint as member some qualified person who shall hold office for the remainder of the term for which his immediate predecessor was appointed.

1952, c. 130,  
s. 5, subs. 1  
(1967,  
c. 150, s. 2),  
amended 4. Subsection 1 of section 5 of *The City of Ottawa Act, 1952*, as re-enacted by section 2 of *The City of Ottawa Act, 1957* and amended by section 2 of *The City of Ottawa Act, 1958*, is further amended by inserting after "faces" in the third line "land owned by Canada or any province of Canada or any country other than Canada or by any agency thereof or by the Corporation or by any local board as defined by *The Department of Municipal Affairs Act* or", so that the subsection shall read as follows:

Erection  
and  
alteration  
of buildings  
facing  
certain  
lands, etc.

(1) The council of the Corporation may pass by-laws prohibiting the erection or alteration of any building or structure any part of which faces land owned by Canada or any province of Canada or any country other than Canada or by any agency thereof or by the Corporation or by any local board as defined by *The Department of Municipal Affairs Act* or a park, parkway or driveway of the Federal District Commission or a highway having a width of at least eighty feet or a highway specially designated on an official plan heretofore or hereafter lodged in the office of the Minister of Planning and Development under *The Planning Act, 1955* or the land acquired or to be acquired for the controlled-access highway known as the Queensway referred to in an agreement in writing dated the 19th day of March, 1957, between the Government of Canada, the Government of the Province of Ontario, Federal District Commission and The Corporation of the City of Ottawa or any similar property or highway unless a certificate of approval of the plans and specifications of the exterior design thereof has first been issued by an official or officials or by a committee or board appointed by the council.

R.S.O. 1950,  
c. 96

1955, c. 61

Fluoridation  
of water  
supply

5. The Corporation shall have authority to establish, operate and maintain a system comprising equipment and materials for the addition of a chemical compound to release

fluoride ions into its municipal water supply, whether the water is supplied to inhabitants of the City of Ottawa only or to the inhabitants of other municipalities also and whether the water is supplied directly or through the corporations of the other municipalities.

**6.** This Act comes into force on the day it receives Royal <sup>Commence-</sup> Assent.<sup>ment</sup>

**7.** This Act may be cited as *The City of Ottawa Act, 1959*. Short title

## An Act respecting the City of Ottawa

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*1st Reading**2nd Reading**3rd Reading*

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MR. DUNBAR

---

*(Private Bill)*

No. Pr28

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting the City of Ottawa**

---

MR. DUNBAR

---

*(Reprinted as amended by the Committee on Private Bills)*





# BILL

## An Act respecting the City of Ottawa

**W**HEREAS The Corporation of the City of Ottawa, <sup>Preamble</sup> herein called the Corporation, by its petition has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.**—(1) Notwithstanding anything contained in *The Ottawa City Transportation Act*, being chapter 132 of the Statutes of Ontario, 1920, as amended by sections 1 to 16 of *The City of Ottawa Act, 1948* and section 1 of *The City of Ottawa Act, 1954*, <sup>Debenture payments and deficits of transportation system 1948, c. 117 1954, c. 120</sup> The Corporation of the City of Ottawa may, for such period or at such time or times and on such terms and conditions as may be agreed upon between the Corporation and Ottawa Transportation Commission,

- (a) relieve the Commission in whole or in part from the obligation to make payments of principal and interest on debentures heretofore issued by the Corporation for the purposes of the Commission and substitute therefor fixed annual payments by the Commission to the Corporation in respect of so much of such debentures as were issued for the purchase of capital assets of the Commission required for the operation of an entirely bus transportation system;
- (b) provide for fixed annual payments by the Commission to the Corporation in respect of debentures to be issued by the Corporation for the purposes of the Commission in 1959;
- (c) pay to the Commission out of the general revenues of the Corporation the amount required to meet in whole or in part the deficit of the Commission, as at the 31st day of December, 1957, amounting to \$289,595.24, and the deficit of the Commission for 1958, estimated at \$610,000.

Debentures  
authorized  
R.S.O. 1950,  
c. 262

(2) Subject to sections 67 and 68 of *The Ontario Municipal Board Act*, the Corporation may pass by-laws, without obtaining the assent of the electors thereto, for borrowing and may borrow upon debentures of the Corporation such sum or sums of money as may be required to meet the payment or payments referred to in clause c of subsection 1.

Release of  
interest in  
assets to  
Corporation

(3) The Commission may release to the Corporation all its interest in assets which cease to be required for the operation of the transportation system.

Regulation  
of tolls  
and fares

(4) Notwithstanding anything contained in section 6 of *The Ottawa City Transportation Act* as amended, Ottawa Transportation Commission shall not be obligated during 1959 to regulate and fix tolls, tariffs of tolls and fares of the transportation system of the Commission in accordance with the said section 6, and, notwithstanding anything contained in section 7 of the said Act as amended, Ottawa Transportation Commission shall not be obligated during 1959 and 1960 to regulate and fix tolls, tariffs of tolls and fares of the transportation system of the Commission in accordance with the said section 7.

1920, c. 132,  
s. 12,  
re-enacted

**2.** Section 12 of *The Ottawa City Transportation Act*, as amended by section 6 of *The City of Ottawa Act, 1948*, is repealed and the following substituted therefor:

Debentures  
for trans-  
portation  
system

12.—(1) Whenever the Commission deems it necessary or convenient that money should be raised upon debentures of the Corporation for the purposes of the transportation system, it shall prepare and forward to the Council an estimate showing the purpose and amount of the proposed debenture issue.

Approval  
of two-  
thirds vote  
required  
R.S.O. 1950,  
c. 262

(2) If the Council, by an affirmative vote of two-thirds of the members thereof present and voting, approves of the debenture issue, it may, subject to sections 67 and 68 of *The Ontario Municipal Board Act*, pass a by-law, without obtaining the assent of the electors thereto, for borrowing and may borrow upon debentures of the Corporation such sum or sums of money as may be requisite for such purpose.

Where no  
approval,  
assent of  
electors  
required

(3) If a motion to approve of the proposed debenture issue fails to receive a vote of two-thirds of the members present and voting or if the Council fails, within six weeks after the date upon which such estimate is received by it or such longer period as may be agreed upon between the Corporation and the Commission, to provide by by-law for raising

upon debentures the sum specified by the Commission, the Council shall submit a question as to whether the debentures shall be issued to a vote of the electors qualified to vote on money by-laws in the manner provided by *The Municipal Act* and, if the electors assent thereto, the Council shall, within one month after the taking of the vote, pass a by-law authorizing the issue of the debentures and shall thereafter issue the same, and it shall not be necessary that the by-law shall be submitted to the electors for their assent.

3. Subsections 2, 3, 4, 5 and 6 of section 2 of *The City of Ottawa Act, 1956* are repealed and the following substituted therefor: <sup>1956, c. 112, s. 2, subss. 2-6, re-enacted</sup>

- (2) A parking authority established under this section shall be a body corporate and shall consist of five members, each of whom shall be a resident or rate-payer of the City of Ottawa. <sup>Incorporation</sup>
- (3) Three of the members of the parking authority shall be appointed by the council on the nomination of the Board of Control and two of the members shall be nominated and appointed by the council, but, in the event of the Board of Control failing to submit a nomination to the council in respect of one of the first three above-mentioned members within one month after, <sup>Appointment of members</sup>
  - (a) the passing of the by-law establishing the parking authority;
  - (b) the term of office for which a member is appointed expires; or
  - (c) the office of a member becomes vacant,

the council may, on the affirmative vote of at least two-thirds of all the members of the council present and voting, nominate and appoint the member.

- (4) The three members firstly mentioned in subsection 3 shall hold office for three years, except on the establishment of the parking authority, when one member shall be appointed to hold office for three years, one for two years and one for one year, and the two members secondly mentioned in subsection 3 shall hold office during the term of office of the members of the council by whom they are appointed. <sup>Term of office</sup>

- Idem (5) Notwithstanding the expiry of the term of office for which he is appointed, a member of the parking authority shall hold office until his successor is appointed.
- Vacancy (6) Whenever the office of a member of the parking authority becomes vacant during his term of office, the council shall, as set out in subsection 3, appoint as member some qualified person who shall hold office for the remainder of the term for which his immediate predecessor was appointed.
- 1952, c. 130,  
s. 5, subs. 1  
(1957,  
c. 150, s. 2),  
amended 4. Subsection 1 of section 5 of *The City of Ottawa Act, 1952*, as re-enacted by section 2 of *The City of Ottawa Act, 1957* and amended by section 2 of *The City of Ottawa Act, 1958*, is further amended by inserting after "faces" in the third line "land owned by Canada or any province of Canada or any country other than Canada or by any agency thereof or by the Corporation or by any local board as defined by *The Department of Municipal Affairs Act* or", so that the subsection shall read as follows:
- Erection  
and  
alteration  
of buildings  
facing  
certain  
lands, etc. (1) The council of the Corporation may pass by-laws prohibiting the erection or alteration of any building or structure any part of which faces land owned by Canada or any province of Canada or any country other than Canada or by any agency thereof or by the Corporation or by any local board as defined by *The Department of Municipal Affairs Act* or a park, parkway or driveway of the Federal District Commission or a highway having a width of at least eighty feet or a highway specially designated on an official plan heretofore or hereafter lodged in the office of the Minister of Planning and Development under *The Planning Act, 1955* or the land acquired or to be acquired for the controlled-access highway known as the Queensway referred to in an agreement in writing dated the 19th day of March, 1957, between the Government of Canada, the Government of the Province of Ontario, Federal District Commission and The Corporation of the City of Ottawa or any similar property or highway unless a certificate of approval of the plans and specifications of the exterior design thereof has first been issued by an official or officials or by a committee or board appointed by the council.
- R.S.O. 1950,  
c. 96 5. This Act comes into force on the day it receives Royal Assent.
- 1955, c. 61
- Commence-  
ment 5. This Act comes into force on the day it receives Royal Assent.
- Short title 6. This Act may be cited as *The City of Ottawa Act, 1959*.



*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. DUNBAR

---

(Reprinted as amended by the  
Committee on Private Bills)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

An Act respecting the City of Ottawa

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MR. DUNBAR

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No. Pr28

1959

# BILL

## An Act respecting the City of Ottawa

**W**HEREAS The Corporation of the City of Ottawa, Preamble  
 herein called the Corporation, by its petition has prayed  
 for special legislation in respect of the matters hereinafter set  
 forth; and whereas it is expedient to grant the prayer of the  
 petition;

Therefore, Her Majesty, by and with the advice and consent  
 of the Legislative Assembly of the Province of Ontario, enacts  
 as follows:

**1.**—(1) Notwithstanding anything contained in *The Ottawa* Debenture  
*City Transportation Act*, being chapter 132 of the Statutes of payments  
 Ontario, 1920, as amended by sections 1 to 16 of *The City of* and deficits  
*Ottawa Act, 1948* and section 1 of *The City of Ottawa Act, 1954*, of trans-  
 The Corporation of the City of Ottawa may, for such period portation  
 or at such time or times and on such terms and conditions as system  
 may be agreed upon between the Corporation and Ottawa 1948, c. 117  
 Transportation Commission, 1954, c. 120

- (a) relieve the Commission in whole or in part from the obligation to make payments of principal and interest on debentures heretofore issued by the Corporation for the purposes of the Commission and substitute therefor fixed annual payments by the Commission to the Corporation in respect of so much of such debentures as were issued for the purchase of capital assets of the Commission required for the operation of an entirely bus transportation system;
- (b) provide for fixed annual payments by the Commission to the Corporation in respect of debentures to be issued by the Corporation for the purposes of the Commission in 1959;
- (c) pay to the Commission out of the general revenues of the Corporation the amount required to meet in whole or in part the deficit of the Commission, as at the 31st day of December, 1957, amounting to \$289,595.24, and the deficit of the Commission for 1958, estimated at \$610,000.

Debentures  
authorized  
R.S.O. 1950,  
c. 262

(2) Subject to sections 67 and 68 of *The Ontario Municipal Board Act*, the Corporation may pass by-laws, without obtaining the assent of the electors thereto, for borrowing and may borrow upon debentures of the Corporation such sum or sums of money as may be required to meet the payment or payments referred to in clause c of subsection 1.

Release of  
interest in  
assets to  
Corporation

(3) The Commission may release to the Corporation all its interest in assets which cease to be required for the operation of the transportation system.

Regulation  
of tolls  
and fares

(4) Notwithstanding anything contained in section 6 of *The Ottawa City Transportation Act* as amended, Ottawa Transportation Commission shall not be obligated during 1959 to regulate and fix tolls, tariffs of tolls and fares of the transportation system of the Commission in accordance with the said section 6, and, notwithstanding anything contained in section 7 of the said Act as amended, Ottawa Transportation Commission shall not be obligated during 1959 and 1960 to regulate and fix tolls, tariffs of tolls and fares of the transportation system of the Commission in accordance with the said section 7.

1920, c. 132,  
s. 12,  
re-enacted

2. Section 12 of *The Ottawa City Transportation Act*, as amended by section 6 of *The City of Ottawa Act, 1948*, is repealed and the following substituted therefor:

Debentures  
for trans-  
portation  
system

12.—(1) Whenever the Commission deems it necessary or convenient that money should be raised upon debentures of the Corporation for the purposes of the transportation system, it shall prepare and forward to the Council an estimate showing the purpose and amount of the proposed debenture issue.

Approval  
of two-  
thirds vote  
required  
R.S.O. 1950,  
c. 262

(2) If the Council, by an affirmative vote of two-thirds of the members thereof present and voting, approves of the debenture issue, it may, subject to sections 67 and 68 of *The Ontario Municipal Board Act*, pass a by-law, without obtaining the assent of the electors thereto, for borrowing and may borrow upon debentures of the Corporation such sum or sums of money as may be requisite for such purpose.

Where no  
approval,  
assent of  
electors  
required

(3) If a motion to approve of the proposed debenture issue fails to receive a vote of two-thirds of the members present and voting or if the Council fails, within six weeks after the date upon which such estimate is received by it or such longer period as may be agreed upon between the Corporation and the Commission, to provide by by-law for raising

upon debentures the sum specified by the Commission, the Council shall submit a question as to whether the debentures shall be issued to a vote of the electors qualified to vote on money by-laws in the manner provided by *The Municipal Act* and, if the electors assent thereto, the Council shall, within one month after the taking of the vote, pass a by-law authorizing the issue of the debentures and shall thereafter issue the same, and it shall not be necessary that the by-law shall be submitted to the electors for their assent.

**3.** Subsections 2, 3, 4, 5 and 6 of section 2 of *The City of Ottawa Act, 1956* are repealed and the following substituted therefor: <sup>1956, c. 112, s. 2, subss. 2-6, re-enacted</sup>

- (2) A parking authority established under this section shall be a body corporate and shall consist of five members, each of whom shall be a resident or rate-payer of the City of Ottawa. <sup>Incorporation</sup>
- (3) Three of the members of the parking authority shall be appointed by the council on the nomination of the Board of Control and two of the members shall be nominated and appointed by the council, but, in the event of the Board of Control failing to submit a nomination to the council in respect of one of the first three above-mentioned members within one month after, <sup>Appointment of members</sup>
  - (a) the passing of the by-law establishing the parking authority;
  - (b) the term of office for which a member is appointed expires; or
  - (c) the office of a member becomes vacant,

the council may, on the affirmative vote of at least two-thirds of all the members of the council present and voting, nominate and appoint the member.

- (4) The three members firstly mentioned in subsection 3 shall hold office for three years, except on the establishment of the parking authority, when one member shall be appointed to hold office for three years, one for two years and one for one year, and the two members secondly mentioned in subsection 3 shall hold office during the term of office of the members of the council by whom they are appointed. <sup>Term of office</sup>

Idem (5) Notwithstanding the expiry of the term of office for which he is appointed, a member of the parking authority shall hold office until his successor is appointed.

Vacancy (6) Whenever the office of a member of the parking authority becomes vacant during his term of office, the council shall, as set out in subsection 3, appoint as member some qualified person who shall hold office for the remainder of the term for which his immediate predecessor was appointed.

1952, c. 130,  
s. 5, subs. 1  
(1957,  
c. 150, s. 2),  
amended 4. Subsection 1 of section 5 of *The City of Ottawa Act, 1952*, as re-enacted by section 2 of *The City of Ottawa Act, 1957* and amended by section 2 of *The City of Ottawa Act, 1958*, is further amended by inserting after "faces" in the third line "land owned by Canada or any province of Canada or any country other than Canada or by any agency thereof or by the Corporation or by any local board as defined by *The Department of Municipal Affairs Act* or", so that the subsection shall read as follows:

Erection  
and  
alteration  
of buildings  
facing  
certain  
lands, etc.

(1) The council of the Corporation may pass by-laws prohibiting the erection or alteration of any building or structure any part of which faces land owned by Canada or any province of Canada or any country other than Canada or by any agency thereof or by the Corporation or by any local board as defined by *The Department of Municipal Affairs Act* or a park, parkway or driveway of the Federal District Commission or a highway having a width of at least eighty feet or a highway specially designated on an official plan heretofore or hereafter lodged in the office of the Minister of Planning and Development under *The Planning Act, 1955* or the land acquired or to be acquired for the controlled-access highway known as the Queensway referred to in an agreement in writing dated the 19th day of March, 1957, between the Government of Canada, the Government of the Province of Ontario, Federal District Commission and The Corporation of the City of Ottawa or any similar property or highway unless a certificate of approval of the plans and specifications of the exterior design thereof has first been issued by an official or officials or by a committee or board appointed by the council.

R.S.O. 1950,  
c. 96

1955, c. 61

Commence-  
ment

5. This Act comes into force on the day it receives Royal Assent.

Short title

6. This Act may be cited as *The City of Ottawa Act, 1959*.



An Act respecting the City of Ottawa

*1st Reading*

February 17th, 1959

*2nd Reading*

March 13th, 1959

*3rd Reading*

March 17th, 1959

MR. DUNBAR

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting  
the County of Simcoe and the City of Barrie**

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**MR. JOHNSTON (Simcoe Centre)**

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**(PRIVATE BILL)**





No. Pr29

1959

# BILL

## An Act respecting the County of Simcoe and the City of Barrie

**W**HEREAS The Corporation of the County of Simcoe <sup>Preamble</sup> and The Corporation of the City of Barrie by their petition have prayed for special legislation permitting them to implement an agreement providing for the supplying of services of the County of Simcoe to the City of Barrie and the City of Barrie paying the County of Simcoe therefor; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** Notwithstanding any general or special Act, the City <sup>Payment to County</sup> of Barrie shall pay to the County of Simcoe a sum of money equivalent to the amount that the County of Simcoe would have levied for 1959 from the City of Barrie had the City of Barrie not been separated from the County of Simcoe for municipal purposes as of the 1st day of January, 1959.

**2.** Notwithstanding any general or special Act, the County <sup>Services of County</sup> of Simcoe shall supply during 1959 to the City of Barrie all services of the County of Simcoe and benefits that have been heretofore enjoyed by the City of Barrie as a part of the County of Simcoe and without limiting the generality of the foregoing including the liability for County road connecting links under the statutory agreement and the payment of statutory rebates and statutory liabilities of the City of Barrie to the Simcoe County Children's Aid Society.

**3.** Notwithstanding any general or special Act for the <sup>Grants and subsidies</sup> purpose of authorizing, computing and paying of grants and subsidies payable by the Province of Ontario to the County of Simcoe and the City of Barrie and the paying of grants and subsidies by the County of Simcoe to the City of Barrie during 1959, the City of Barrie shall be deemed not to have been separated from the County of Simcoe.

Commence-  
ment

**4.** This Act comes into force on the day it receives Royal Assent.

Short title

**5.** This Act may be cited as *The County of Simcoe and City of Barrie Act, 1959*.







An Act respecting the County of  
Simcoe and the City of Barrie

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*1st Reading*

February 17, 1959

*2nd Reading*

*3rd Reading*

---

MR. JOHNSTON (Simcoe Centre)

*(Private Bill)*

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

**An Act respecting the Village of Wasaga Beach**

---

MR. JOHNSTON (Simcoe Centre)

---





No. Pr30

1959

# BILL

## An Act respecting the Village of Wasaga Beach

**W**HEREAS The Corporation of the Village of Wasaga <sup>Preamble</sup>  
Beach by its petition has prayed for special legislation  
permitting it to hold its annual election in August; and  
whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

1. Notwithstanding any general or special Act, a meeting <sup>Elections</sup>  
of the electors of The Corporation of the Village of Wasaga  
Beach shall take place for the nomination of candidates for  
council and any local board or commission any members of  
which are required to be elected by ballot by the municipal  
electors at the Hall of the Municipality at 8 o'clock in the  
afternoon on the Friday, eight days before the last Saturday  
in August, and the day for polling shall be the last Saturday  
in August, 1959, and annually thereafter.

2. The first meeting of the council shall be held on the <sup>First</sup>  
1st day of September, at 8 o'clock in the afternoon or at such <sup>meeting</sup>  
hour as may be fixed by by-law, or on such day after the 1st <sup>of council</sup>  
day of September and prior to the second Monday in Septem-  
ber and at such hour as may be fixed by by-law.

3. Notwithstanding the provisions of section 262a of *The* <sup>Fiscal year</sup>  
*Municipal Act*, the fiscal year of The Corporation of the <sup>R.S.O. 1950,</sup>  
Village of Wasaga Beach shall be from the 1st day of Septem- <sup>c. 243</sup>  
ber to the 31st day of the following August.

4. This Act comes into force on the day it receives Royal <sup>Commence-</sup>  
Assent. <sup>ment</sup>

5. This Act may be cited as *The Village of Wasaga Beach* <sup>Short title</sup>  
*Act, 1959.*

An Act respecting  
the Village of Wasaga Beach

---

*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. JOHNSTON (Simcoe Centre)

*(Private Bill)*

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

**An Act respecting the Village of Wasaga Beach**

---

MR. JOHNSTON (Simcoe Centre)

---

*(Reprinted as amended by the Committee on Private Bills)*



No. Pr30

1959

# BILL

## An Act respecting the Village of Wasaga Beach

**W**HEREAS The Corporation of the Village of Wasaga Beach by its petition has prayed for special legislation permitting it to hold its annual election in August; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** Notwithstanding any general or special Act, a meeting of the electors of The Corporation of the Village of Wasaga Beach shall take place for the nomination of candidates for council and any local board or commission any members of which are required to be elected by ballot by the municipal electors at the Hall of the Municipality at 8 o'clock in the afternoon on the Friday, eight days before the last Saturday in August, and the day for polling shall be the last Saturday in August, 1959, and annually thereafter. Elections

**2.** The first meeting of the council and the public utility commission shall be held on the 1st day of September, at 8 o'clock in the afternoon or at such hour as may be fixed by by-law, or on such day after the 1st day of September and prior to the second Monday in September and at such hour as may be fixed by by-law. First meeting of council

**3.** Notwithstanding the provisions of section 262a of *The Municipal Act*, the fiscal year of The Corporation of the Village of Wasaga Beach and the public utility commission shall be from the 1st day of September to the 31st day of the following August. Fiscal year R.S.O. 1950, c. 243

**4.** This Act comes into force on the day it receives Royal Assent. Commencement

**5.** This Act may be cited as *The Village of Wasaga Beach Act, 1959*. Short title

An Act respecting  
the Village of Wasaga Beach

---

*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. JOHNSTON (Simcoe Centre)

---

*(Reprinted as amended by the  
Committee on Private Bills)*

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

**An Act respecting the Village of Wasaga Beach**

---

MR. JOHNSTON (Simcoe Centre)

---

*(Reprinted as amended by the Committee of the Whole House)*

100

(10)



No. Pr30

1959

# BILL

## An Act respecting the Village of Wasaga Beach

**W**HEREAS The Corporation of the Village of Wasaga Beach by its petition has prayed for special legislation permitting it to hold its annual election in August; and whereas it is expedient to grant the prayer of the petition; Preamble

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** Notwithstanding any general or special Act, a meeting of the electors of The Corporation of the Village of Wasaga Beach shall take place for the nomination of candidates for council and any local board or commission any members of which are required to be elected by ballot by the municipal electors at the Hall of the Municipality at 8 o'clock in the afternoon on the Friday, eight days before the last Saturday in August, and the day for polling shall be the last Saturday in August, 1959, and annually thereafter. Elections

**2.** This Act comes into force on the day it receives Royal Assent. Commence-  
ment

**3.** This Act may be cited as *The Village of Wasaga Beach Act, 1959*. Short title

BILL  
An Act respecting  
the Village of Wasaga Beach

---

*1st Reading*

February 17th, 1959

*2nd Reading*

March 13th, 1959

*3rd Reading*

---

MR. JOHNSTON (Simcoe Centre)

---

*(Reprinted as amended by the  
Committee of the Whole House)*

No. Pr30

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

**An Act respecting the Village of Wasaga Beach**

---

MR. JOHNSTON (Simcoe Centre)

---



No. Pr30

1959

# BILL

## An Act respecting the Village of Wasaga Beach

**W**HEREAS The Corporation of the Village of Wasaga Preamble  
Beach by its petition has prayed for special legislation  
permitting it to hold its annual election in August; and  
whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

**1.** Notwithstanding any general or special Act, a meeting Elections  
of the electors of The Corporation of the Village of Wasaga  
Beach shall take place for the nomination of candidates for  
council and any local board or commission any members of  
which are required to be elected by ballot by the municipal  
electors at the Hall of the Municipality at 8 o'clock in the  
afternoon on the Friday, eight days before the last Saturday  
in August, and the day for polling shall be the last Saturday  
in August, 1959, and annually thereafter.

**2.** This Act comes into force on the day it receives Royal Commence-  
Assent. ment

**3.** This Act may be cited as *The Village of Wasaga Beach* Short title  
*Act, 1959.*

An Act respecting  
the Village of Wasaga Beach

---

*1st Reading*

February 17th, 1959

*2nd Reading*

March 13th, 1959

*3rd Reading*

March 25th, 1959

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Mr. JOHNSON (Simcoe Centre)

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting the City of Windsor

---

MR. GRIESINGER

---

(PRIVATE BILL)





No. Pr31

1959

# BILL

## An Act respecting the City of Windsor

**W**HEREAS The Corporation of the City of Windsor, <sup>Preamble</sup> herein called the Corporation, by its petition has prayed for special legislation in respect of the matters herein-after set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1.—(1) The Corporation is authorized and empowered to <sup>Use of un-</sup> lease or license the use of untravelled portions of highways <sup>travelled</sup> within those portions of the City of Windsor zoned for com- <sup>portions</sup> mercial or industrial purposes to the owners or occupants of <sup>of</sup> adjoining property for such consideration and upon such <sup>highways</sup> terms and conditions as may be agreed.

(2) The Corporation is authorized and empowered to pass <sup>Idem</sup> by-laws regulating and controlling the use of such portions of highways within the City of Windsor, including the use thereof for parking purposes.

(3) This section does not apply to the portions of any <sup>Application</sup> highways that are extensions or connecting links of the King's <sup>to King's</sup> highway <sup>highway</sup>.

2. The Corporation is authorized to refund to John Velecky <sup>Refund to</sup> the sum of \$623.50, being the amount of taxes collected from <sup>John</sup> him in error during the years 1944 to 1957, inclusive, in <sup>Velecky</sup> respect of part of a building located on premises known as <sup>authorized</sup> 915-25 Shepherd Street East, together with simple interest on the various amounts paid by John Velecky, comprising such sum of \$623.50, at the rate of 5 per cent per annum from the date of payment of such amounts to the 31st day of December, 1958, amounting to \$222.52.

3. The conveyance by the Corporation to Philip J. G. <sup>Conveyances</sup> Morgan by deed dated the 1st day of February, 1937, of part <sup>confirmed</sup>

of Lot 45 and all of Lots 46, 47 and 48, according to Registered Plan No. 586, and which said part of Lot 45 is more particularly described as follows:

COMMENCING on the easterly limit of Montreuil Avenue at its intersection with the southerly limit of Lot Forty-five (45) of Registered Plan No. 586; thence northerly along the easterly limit of Montreuil Avenue seventeen feet and eleven inches (17' 11") more or less to the southerly limit of Wyandotte Street; thence easterly along the southerly limit of Wyandotte Street following the arc of a circle curving to the left and having a radius of four hundred feet (400'), seventy-six feet and one inch (76' 1") more or less to the easterly limit of said Lot Forty-five (45); thence southerly along the easterly limit of said Lot Forty-five (45) two feet (2') more or less to the southerly limit of said Lot Forty-five (45); thence westerly along the southerly limit of said Lot Forty-five (45) seventy-four feet and two inches (74' 2") more or less to the place of beginning;

and registered in the Registry Office of the Registry Division of the County of Essex on the 16th day of March, 1938, as No. 43E-51046, and the conveyance by the Corporation to Phillip J. G. Morgan by deed dated the 1st day of January, 1936, of Lots 49 and 50, according to Registered Plan No. 586, and registered in the said Registry Office on the 27th day of February, 1936, as No. 39E-47064, are ratified and confirmed and declared to be legal and binding and shall be deemed to have vested such lands in fee simple in Philip J. G. Morgan and Phillip J. G. Morgan clear of and free from all right, title and interest, other than that of the said Philip J. G. Morgan and Phillip J. G. Morgan.

Adoption  
of building  
codes  
authorized  
R.S.O., 1950,  
c. 243

4. For the purposes of any building by-law passed pursuant to subsection 1 of section 388 of *The Municipal Act*, the council of the Corporation is authorized and empowered to adopt by reference, in whole or in part or with such changes as the council considers necessary, the National Building Code of Canada and any code or standards adopted, sponsored or made by the Canadian Standards Association, the Canadian Government Specifications Board, the American Society for Testing Materials or any other association or body and approved by the National Research Council, and may require compliance with any such code or standards as adopted by council.

Commence-  
ment

5. This Act comes into force on the day it receives Royal Assent.

Short title

6. This Act may be cited as *The City of Windsor Act, 1959*.







An Act respecting the City of Windsor

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. GRIESINGER

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*(Private Bill)*

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting the City of Windsor

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MR. GRIESINGER

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No. Pr31

1959

# BILL

## An Act respecting the City of Windsor

**W**HEREAS The Corporation of the City of Windsor, <sup>Preamble</sup> herein called the Corporation, by its petition has prayed for special legislation in respect of the matters herein-after set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1.—(1) The Corporation is authorized and empowered to <sup>Use of un-</sup> lease or license the use of untravelled <sup>travelled</sup> portions of highways <sup>portions</sup> within those portions of the City of Windsor zoned for com- <sup>of</sup> highways mercial or industrial purposes to the owners or occupants of adjoining property for such consideration and upon such terms and conditions as may be agreed.

(2) The Corporation is authorized and empowered to pass <sup>Idem</sup> by-laws regulating and controlling the use of such portions of highways within the City of Windsor, including the use thereof for parking purposes.

(3) This section does not apply to the portions of any <sup>Application</sup> highways that are extensions or connecting links of the King's <sup>to King's</sup> highway <sup>highway</sup>.

2. The Corporation is authorized to refund to John Velecky <sup>Refund to</sup> the sum of \$623.50, being the amount of taxes collected from <sup>John</sup> him in error during the years 1944 to 1957, inclusive, in <sup>Velecky</sup> respect of part of a building located on premises known as <sup>authorized</sup> 915-25 Shepherd Street East, together with simple interest on the various amounts paid by John Velecky, comprising such sum of \$623.50, at the rate of 5 per cent per annum from the date of payment of such amounts to the 31st day of December, 1958, amounting to \$222.52.

3. The conveyance by the Corporation to Philip J. G. <sup>Conveyances</sup> Morgan by deed dated the 1st day of February, 1937, of part <sup>confirmed</sup>

of Lot 45 and all of Lots 46, 47 and 48, according to Registered Plan No. 586, and which said part of Lot 45 is more particularly described as follows:

COMMENCING on the easterly limit of Montreuil Avenue at its intersection with the southerly limit of Lot Forty-five (45) of Registered Plan No. 586; thence northerly along the easterly limit of Montreuil Avenue seventeen feet and eleven inches (17' 11") more or less to the southerly limit of Wyandotte Street; thence easterly along the southerly limit of Wyandotte Street following the arc of a circle curving to the left and having a radius of four hundred feet (400'), seventy-six feet and one inch (76' 1") more or less to the easterly limit of said Lot Forty-five (45); thence southerly along the easterly limit of said Lot Forty-five (45) two feet (2') more or less to the southerly limit of said Lot Forty-five (45); thence westerly along the southerly limit of said Lot Forty-five (45) seventy-four feet and two inches (74' 2") more or less to the place of beginning;

and registered in the Registry Office of the Registry Division of the County of Essex on the 16th day of March, 1938, as No. 43E-51046, and the conveyance by the Corporation to Phillip J. G. Morgan by deed dated the 1st day of January, 1936, of Lots 49 and 50, according to Registered Plan No. 586, and registered in the said Registry Office on the 27th day of February, 1936, as No. 39E-47064, are ratified and confirmed and declared to be legal and binding and shall be deemed to have vested such lands in fee simple in Philip J. G. Morgan and Phillip J. G. Morgan clear of and free from all right, title and interest, other than that of the said Philip J. G. Morgan and Phillip J. G. Morgan.

Adoption  
of building  
codes  
authorized  
R.S.O. 1950,  
c. 243

4. For the purposes of any building by-law passed pursuant to subsection 1 of section 388 of *The Municipal Act*, the council of the Corporation is authorized and empowered to adopt by reference, in whole or in part or with such changes as the council considers necessary, the National Building Code of Canada and any code or standards adopted, sponsored or made by the Canadian Standards Association, the Canadian Government Specifications Board, the American Society for Testing Materials or any other association or body and approved by the National Research Council, and may require compliance with any such code or standards as adopted by council.

Commence-  
ment

5. This Act comes into force on the day it receives Royal Assent.

Short title

6. This Act may be cited as *The City of Windsor Act, 1959*.







An Act respecting the City of Windsor

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*1st Reading*

February 13th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

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Mr. GRIESINGER

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No. Pr32

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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**BILL**  
An Act respecting the  
Royal Military College of Canada

---

MR. RANKIN

---

(PRIVATE BILL)

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr32

1959

# BILL

## An Act respecting the Royal Military College of Canada

**W**HEREAS the Royal Military College of Canada by its <sup>Preamble</sup> petition has represented that it was created by *An Act* <sup>1874, c. 36</sup> <sup>(Can.)</sup> to establish a Military College in one of the Garrison Towns of Canada, being chapter 36 of the Statutes of Canada, 1874, to be an institution for the purpose of imparting a complete education in all branches of military tactics, fortification, engineering and general scientific knowledge in subjects connected with and necessary to a thorough knowledge of the military profession and for qualifying officers for command and for staff appointments; and whereas, under authority of section 46 of *The National Defence Act* (Canada), being <sup>1950, c. 43</sup> <sup>(Can.)</sup> chapter 43 of the Statutes of Canada, 1950, the Governor in Council by P.C. 2512, dated the 19th day of May, 1950, entitled "Regulations for the Canadian Services Colleges", designated the College as one of the Canadian Services Colleges for the purpose of the education and training of officer cadets for the Royal Canadian Navy, the Canadian Army and the Royal Canadian Air Force, with the government, conduct, management and control of the College and of its work, affairs and business being vested in the Minister of National Defence; and whereas the College by virtue of the *National Defence Act* (Canada) is now governed and administered <sup>R.S.C. 1952</sup> <sup>c. 184</sup> according to the Queen's Regulations for the Canadian Services Colleges, P.C. 20/848 and P.C. 2/971, 1957, and is thereby empowered to grant diplomas, certificates and awards; and whereas the College has prayed for power to grant university degrees; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

### 1. In this Act,

Interpreta-  
tion

- (a) "Chairmen of the Academic Divisions" means the members of the Teaching Staff appointed to head the

academic divisions of the College, which are at present the Divisions of Arts, Science, Engineering and Graduate Studies;

- (b) "Chancellor" means the Chancellor of the College;
- (c) "College" means the Royal Military College of Canada;
- (d) "Commandant" means the Commandant of the College;
- (e) "Director of Studies" means the Director of Studies of the College;
- (f) "President" means the President of the College;
- (g) "Registrar" means the Registrar of the College;
- (h) "Senate" means the Senate of the College and consists of the President, the Commandant, the Director of Studies, the Chairmen of the Academic Divisions, and the Registrar as Secretary;
- (i) "Teaching Staff" includes the professors, associate professors, assistant professors, lecturers, and all other officers of instruction at the College.

Power of  
Senate to  
grant  
degrees

**2.—(1)** The Senate shall have the power to grant degrees and honorary degrees in arts, science and engineering.

Idem

(2) The Senate may also confer degrees in arts or science upon any person who successfully completed the curriculum in arts or science at the College during the period from the 1st day of September, 1948, to the 1st day of January, 1959.

Conferring  
of degrees

**3.** The Chancellor or, in his absence, the President or the Commandant shall have the power to confer degrees and honorary degrees upon candidates to whom such degrees have been granted by the Senate.

Commence-  
ment

**4.** This Act shall be deemed to have come into force on the 1st day of January, 1959.

Short title

**5.** This Act may be cited as *The Royal Military College of Canada Degrees Act, 1959*.







An Act respecting the  
Royal Military College of Canada

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. RANKIN

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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**BILL**  
**An Act respecting the**  
**Royal Military College of Canada**

---

MR. <sup>1</sup>RANKIN

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No. Pr32

1959

# BILL

## An Act respecting the Royal Military College of Canada

**W**HEREAS the Royal Military College of Canada by its <sup>Preamble</sup> petition has represented that it was created by *An Act* <sup>1874, c. 36 (Can.)</sup> to establish a Military College in one of the Garrison Towns of Canada, being chapter 36 of the Statutes of Canada, 1874, to be an institution for the purpose of imparting a complete education in all branches of military tactics, fortification, engineering and general scientific knowledge in subjects connected with and necessary to a thorough knowledge of the military profession and for qualifying officers for command and for staff appointments; and whereas, under authority of section 46 of *The National Defence Act* (Canada), being <sup>1950, c. 43 (Can.)</sup> chapter 43 of the Statutes of Canada, 1950, the Governor in Council by P.C. 2512, dated the 19th day of May, 1950, entitled "Regulations for the Canadian Services Colleges", designated the College as one of the Canadian Services Colleges for the purpose of the education and training of officer cadets for the Royal Canadian Navy, the Canadian Army and the Royal Canadian Air Force, with the government, conduct, management and control of the College and of its work, affairs and business being vested in the Minister of National Defence; and whereas the College by virtue of the *National Defence Act* (Canada) is now governed and administered according to the Queen's Regulations for the Canadian Services Colleges, P.C. 20/848 and P.C. 2/971, 1957, and is thereby empowered to grant diplomas, certificates and awards; and whereas the College has prayed for power to grant university degrees; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

### 1. In this Act,

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- (f) "President" means the President of the College;
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- (h) "Senate" means the Senate of the College and consists of the President, the Commandant, the Director of Studies, the Chairmen of the Academic Divisions, and the Registrar as Secretary;
- (i) "Teaching Staff" includes the professors, associate professors, assistant professors, lecturers, and all other officers of instruction at the College.

Power of  
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**2.**—(1) The Senate shall have the power to grant degrees and honorary degrees in arts, science and engineering.

Idem

(2) The Senate may also confer degrees in arts or science upon any person who successfully completed the curriculum in arts or science at the College during the period from the 1st day of September, 1948, to the 1st day of January, 1959.

Conferring  
of degrees

**3.** The Chancellor or, in his absence, the President or the Commandant shall have the power to confer degrees and honorary degrees upon candidates to whom such degrees have been granted by the Senate.

Commence-  
ment

**4.** This Act shall be deemed to have come into force on the 1st day of January, 1959.

Short title

**5.** This Act may be cited as *The Royal Military College of Canada Degrees Act, 1959*.







An Act respecting the  
Royal Military College of Canada

---

*1st Reading*

February 12th, 1959

*2nd Reading*

February 20th, 1959

*3rd Reading*

March 3rd, 1959

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MR. RANKIN

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting the City of Guelph

---

MR. WORTON

---

(PRIVATE BILL)





# BILL

## An Act respecting the City of Guelph

**W**HEREAS The Corporation of the City of Guelph by <sup>Preamble</sup> its petition has prayed for special legislation to amend *The City of Guelph Act, 1950* by increasing the number of <sup>1950, c. 98</sup> members of the Memorial Gardens Commission thereby established, by changing the term of office of those members who are not members of the council of the City of Guelph, by changing the fiscal year of the commission and by permitting The Corporation of the City of Guelph to pay, upon certain conditions, any deficit which the commission may incur; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Section 2 of *The City of Guelph Act, 1950* is repealed and <sup>1950, c. 98,</sup> the following substituted therefor: <sup>s. 2,</sup> re-enacted

- 2.—(1) The council of the Corporation may appoint a <sup>Memorial Gardens Commission</sup> commission of seven persons, which commission shall have the general supervision, management and control of the Guelph Memorial Gardens and shall be known as the Memorial Gardens Commission.
- (2) All the members of the commission who are not <sup>Qualifications of</sup> members of council shall be residents and ratepayers <sup>members</sup> of the City of Guelph.
- (3) Two of the members of the commission shall be <sup>Two</sup> members of the council of the City of Guelph and <sup>members of council</sup> shall be appointed annually.
- (4) At its first meeting in 1960, the council shall appoint <sup>Appointment of</sup> to the commission five members who are not members <sup>members not</sup> of council, two for a term of two years and three for a term of one year, and thereafter, at its first meeting in each year, shall appoint members to the commission for a term of two years to fill the vacancies created by retiring members. <sup>councillors</sup>

- Re-appoint-  
ment (5) Any member shall, upon the expiration of his term of office, be eligible for re-appointment.
- Mayor *ex officio*  
member (6) The mayor shall be *ex officio* an eighth member of the commission.
- 1950, c. 98,  
s. 5, subs. 2,  
re-enacted **2.** Subsection 2 of section 5 of *The City of Guelph Act, 1950* is repealed and the following substituted therefor:
- Fiscal  
year (2) The fiscal year of the commission shall commence on the 1st day of January in each year and end on the 31st day of December in the same year.
- 1950, c. 98,  
amended **3.** *The City of Guelph Act, 1950* is amended by adding thereto the following section:
- Operating  
deficit 5a.—(1) If the operations of the commission result in a deficit as shown on its annual audited statement, the council, upon receiving application from the commission and upon being satisfied that the amount of the deficit is required by the commission, may include the amount of the deficit in the estimates of council for the year in which application is made.
- Application (2) No application by the commission to have the amount of its operating deficit included in the estimates of council in any year shall be made to council later than the 1st day of March in such year.
- Commence-  
ment **4.** This Act comes into force on the 1st day of January, 1960.
- Short title **5.** This Act may be cited as *The City of Guelph Act, 1959*.







An Act respecting the City of Guelph

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. WORTON

---

(*Private Bill*)

No. Pr33

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5TH SESSION, 25TH LEGISLATURE; ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting the City of Guelph

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MR. WORTON

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





# BILL

## An Act respecting the City of Guelph

**W**HEREAS The Corporation of the City of Guelph by <sup>Preamble</sup> its petition has prayed for special legislation to amend *The City of Guelph Act, 1950* by increasing the number of <sup>1950, c. 98</sup> members of the Memorial Gardens Commission thereby established, by changing the term of office of those members who are not members of the council of the City of Guelph, by changing the fiscal year of the commission and by permitting The Corporation of the City of Guelph to pay, upon certain conditions, any deficit which the commission may incur; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. Section 2 of *The City of Guelph Act, 1950* is repealed and <sup>1950, c. 98, s. 2, re-enacted</sup> the following substituted therefor:
  - 2.—(1) The council of the Corporation may appoint a <sup>Memorial Gardens Commission</sup> commission of seven persons, which commission shall have the general supervision, management and control of the Guelph Memorial Gardens and shall be known as the Memorial Gardens Commission.
  - (2) All the members of the commission who are not <sup>Qualifications of members</sup> members of council shall be residents and ratepayers of the City of Guelph.
  - (3) Two of the members of the commission shall be <sup>Two members of council</sup> members of the council of the City of Guelph and shall be appointed annually.
  - (4) At its first meeting in 1960, the council shall appoint <sup>Appointment of members not councillors</sup> to the commission five members who are not members of council, two for a term of two years and three for a term of one year, and thereafter, at its first meeting in each year, shall appoint members to the commission for a term of two years to fill the vacancies created by retiring members.

Re-appoint-  
ment

- (5) Any member shall, upon the expiration of his term of office, be eligible for re-appointment.

Mayor *ex*  
*officio*  
member

- (6) The mayor shall be *ex officio* an eighth member of the commission.

1950, c. 98,  
s. 5, subs. 2,  
re-enacted

2. Subsection 2 of section 5 of *The City of Guelph Act, 1950* is repealed and the following substituted therefor:

Fiscal  
year

- (2) The fiscal year of the commission shall commence on the 1st day of January in each year and end on the 31st day of December in the same year.

1950, c. 98,  
amended

3. *The City of Guelph Act, 1950* is amended by adding thereto the following section:

Operating  
deficit

- 5a.—(1) If the operations of the commission result in a deficit as shown on its annual audited statement, the council, upon receiving application from the commission and upon being satisfied that the amount of the deficit is required by the commission, may include the amount of the deficit in the estimates of council for the year in which application is made.

Application

- (2) No application by the commission to have the amount of its operating deficit included in the estimates of council in any year shall be made to council later than the 1st day of March in such year.

Commence-  
ment

4. This Act comes into force on the 1st day of January, 1960.

Short title

5. This Act may be cited as *The City of Guelph Act, 1959*.







An Act respecting the City of Guelph

---

*1st Reading*

February 12th, 1959

*2nd Reading*

February 20th, 1959

*3rd Reading*

March 3rd, 1959

---

MR. WORTON

---

No. Pr34

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting The Gairdner Foundation

---

MR. LAWRENCE

---

(PRIVATE BILL)

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr34

1959

# BILL

## An Act respecting The Gairdner Foundation

**W**HEREAS The Gairdner Foundation, a corporation Preamble  
 incorporated under *The Corporations Act, 1953*, by its 1953, c. 19  
 petition has prayed for special legislation in respect of the  
 matters hereinafter set forth; and whereas it is expedient to  
 grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
 of the Legislative Assembly of the Province of Ontario, enacts  
 as follows:

**1.** In this Act, "assure" and "land" have the same meanings Interpre-  
 as in *The Mortmain and Charitable Uses Act.* tation

R.S.O. 1950,  
c. 241

**2.** The Gairdner Foundation is hereby empowered from Powers  
 time to time to acquire in mortmain, to hold in perpetuity re land  
 and to assure in mortmain any land in the Province of Ontario  
 notwithstanding that any such land or any interest therein  
 is subject to a mortgage or other liability at the time of  
 acquisition and to assume any such mortgage or liability  
 existing at the time of acquisition.

**3.** This Act comes into force on the day it receives Royal Commence-  
 Assent. ment

**4.** This Act may be cited as *The Gairdner Foundation Act*, Short title  
 1959.

An Act respecting  
The Gairdner Foundation

---

*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

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MR. LAWRENCE

---

*(Private Bill)*

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting the Township of Stamford

---

MR. JOLLEY

---

(PRIVATE BILL)



No. Pr35

1959

# BILL

## An Act respecting the Township of Stamford

**W**HEREAS The Corporation of the Township of Stamford by its petition has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition; Preamble

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. The agreement made between The Optimist Club of Niagara Falls and The Corporation of the Township of Stamford, dated the 12th day of January, 1959, and set forth as the Schedule hereto, is hereby validated and confirmed and declared to be legal, valid and binding upon the parties thereto, and The Corporation of the Township of Stamford is hereby empowered to pass all necessary by-laws and to do all other acts, matters and things as may be deemed necessary by the parties for the full and proper carrying out of the agreement. Agreement validated

2. *The Township of Stamford Act, 1956* is repealed.

1956, c. 121,  
repealed

3. This Act comes into force on the day it receives Royal Assent. Commence-  
ment

4. This Act may be cited as *The Township of Stamford Act, 1959*. Short title

## SCHEDULE

THIS AGREEMENT made, in quadruplicate, this 12th day of January, A.D. 1959.

BETWEEN:

THE OPTIMIST CLUB OF NIAGARA FALLS, a corporation duly incorporated under the laws of the Province of Ontario, with Head Office at the City of Niagara Falls, County of Welland, hereinafter called "the Party"

OF THE FIRST PART,

—and—

THE CORPORATION OF THE TOWNSHIP OF STAMFORD, hereinafter called "the Party"

OF THE SECOND PART.

WHEREAS the municipal Corporation of the Township of Stamford is the owner of the lands hereinafter described, which were conveyed to it for park and playground purposes, and which have been improved by the Corporation for such purposes;

AND WHEREAS heretofore the municipal Corporation entered into an agreement in writing dated 19th of January, 1956, and a supplementary agreement in writing dated the 5th of March, 1956, with one, W. A. Cook, for the construction of a swimming pool upon the said lands, which said agreements were validated by a Private Act of the Legislative Assembly of the Province of Ontario, being "The Township of Stamford Act, 1956";

AND WHEREAS the said W. A. Cook has not complied with the conditions therein set out and has confirmed his intention to abandon the construction of the said swimming pool and buildings, and the said agreements are therefore, by their terms, void and of no effect;

AND WHEREAS the Party of the First Part has proposed to the Municipal Corporation the leasing of the said lands by the Corporation to it for a period of twenty-five (25) years at an annual ground rental of \$1.00, with options for further leases of two successive periods of twenty-five (25) years each, upon the same rental, and said lease to be authorized by a Private Act of the Legislative Assembly of the Province of Ontario, and the Party of the First Part proposes to construct thereon a Youth Centre to provide facilities and programmes for the teaching of gymnastics, swimming, and life saving, basketball and other gymnasium sports, handicrafts, photography, public speaking, choral singing and other similar programmes, with the intent that the same shall revert to and vest in the Corporation at the termination of the twenty-five year lease period unless the said option is renewed and then at the termination of the said option period.

NOW THEREFORE the Parties hereto agree as follows:

1. The Municipal Corporation shall, by lease, be authorized by a Private Act of the Legislative Assembly of the Province of Ontario to let the lands described as follows:

"All and Singular that certain parcel or tract of land and premises situated, lying and being in the Township of Stamford, in the County of Welland, and being all that part of Lots Nos. 10 and 11 lying north of Culp Street, according to Registered Plan 49 for the said Township of Stamford".

unto the Party of the First Part for a term of twenty-five (25) years at the rate of \$1.00 per year, with an option to the said Party of the First

Part to further lease the said premises for two further and successive periods of twenty-five (25) years each upon the same terms and conditions. Notice of the intention of the Party of the First Part to exercise such option shall be given in writing to the Clerk of the Corporation not later than 6 months before the expiry of the first and subsequent period of twenty-five (25) years. The Parties hereto agree that the terms of the said lease shall be as follows:

- (a) The Party of the First Part shall, at its sole expense, erect a building to contain a swimming pool, a gymnasium, craft rooms, assembly and game rooms to be used or useable with such a project, and that the same shall be operated and available to members of the Optimist Youth Clubs of the municipality and contiguous municipalities at no cost or at an optional nominal cost not to exceed the price or sum of \$1.00 per youth per year. The Parties hereto further agree that the said premises may be let to other youth organizations or community groups for all appropriate purposes at fixed maximum hourly rates to be established annually, with approval of Council. The Parties hereto agree that the said rates may not be altered, save upon mutual agreement between the Parties, but may be subject to review upon the application of either Party, provided that no person may be refused the facilities of the Youth Centre upon the grounds only of his or her Creed, Race or Colour.
- (b) The Party of the First Part agrees to submit to the Council of the Municipal Corporation its proposed building plans for the approval of the Council and of the Corporation's Building Inspector. The Party of the First Part further agrees to show financial responsibility for completing construction of the building before work commences.
- (c) The Party of the First Part agrees to provide or ensure supervision during such times as the building or its facilities are open for use by youths and agrees, whether by insurance or otherwise, to save the Corporation harmless from any legal liability arising from the use of said buildings. It is further agreed that a copy of such policy of insurance and renewals shall be deposited with the Clerk of the Corporation.
- (d) The Party of the First Part agrees to prefer in its employment residents of the Township of Stamford, all other qualifications being equal.
- (e) The Party of the First Part agrees that the building or buildings shall be at reasonable times open to inspection by the Welland and District Health Unit, and by an official of Council, by resolution duly authorized.
- (f) The Party of the First Part shall have the right to sublet or assign only after the said lease has been offered to the Corporation of the Township of Stamford at the same consideration receivable from any other party, and with the consent in writing of the Corporation.
- (g) The Corporation consents to the use of its street or streets for the erection of a sign or signs to be approved by the Engineer of the Corporation where the same may be required for directional use.
- (h) The Party of the First Part agrees to and with the Corporation to pay in advance all estimated fees and disbursements to be incurred by the Corporation in the application by the Corporation for a Private Act of the Legislative Assembly of the Province of Ontario to validate this agreement. The said fees and disbursements are estimated at \$600.00, and the Corporation agrees to refund to the Party of the First Part any unexpended balance.

2. The Parties hereto further agree in the event the Party of the First Part has not commenced construction on or before the expiry period of one year from the date of the execution of the lease, and has not completed construction within a further 18-month period that, without further notice by the Corporation to the Party of the First Part, the said lease shall be deemed forfeit, null and void and of no effect whatsoever between the Parties.

3. In the event that the Party of the First Part should disband as a youth service organization, or surrender its Letters Patent, or fail to operate the said buildings in accord with both the letter and spirit of this agreement, then the term of the lease shall be immediately forfeit and the buildings and fixtures shall thereupon revert to and vest in the Corporation.

4. Breach of any of the conditions and terms herein contained shall render this agreement null and void and of no further effect whatsoever, and buildings and their fixtures shall forthwith revert to and vest in the Corporation.

5. The Parties hereto agree that at the termination of the lease whether by effluxion of time, by forfeiture, by surrender or otherwise, all of the proposed buildings and all fixtures used in connection therewith shall revert to and form part of the property of the Municipal Corporation of the Township of Stamford, without additional compensation to the Party of the First Part.

IN WITNESS WHEREOF the Parties hereto have affixed their Corporate Seals and the hands of their proper signing officers on their behalf.

THE OPTIMIST CLUB OF NIAGARA FALLS:

By R. S. GRIFFIN,  
*President.*

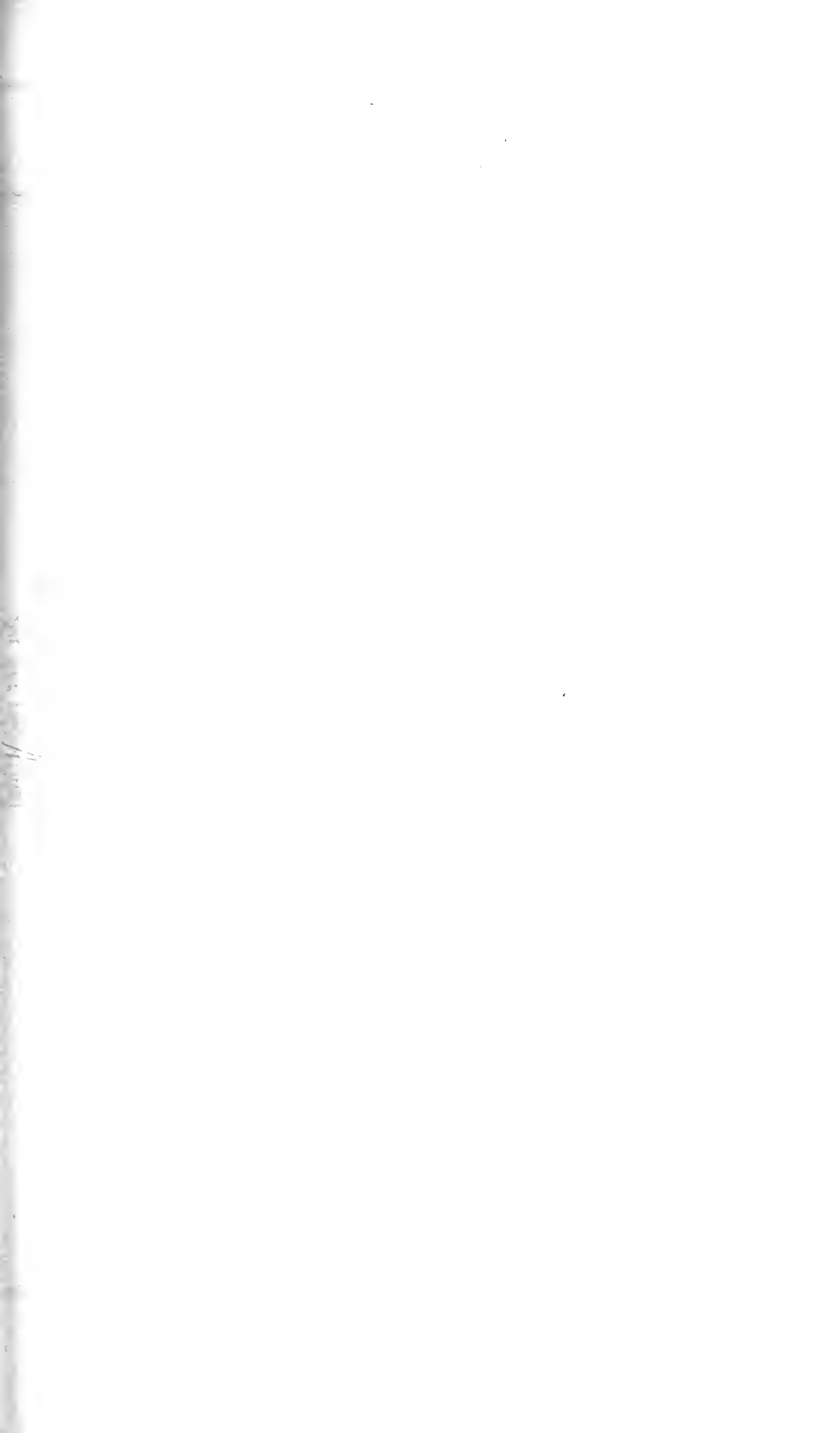
and WM. D. FRASER,  
*Secretary.*

THE CORPORATION OF THE TOWNSHIP  
OF STAMFORD:

By E. E. MITCHELSON,  
*Reeve.*

and A. C. HIGGINS,  
*Clerk.*





An Act respecting  
the Township of Stanford

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*1st Reading*

*2nd Reading*

*3rd Reading*

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MR. JOLLEY

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(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

**An Act respecting the Township of Stamford**

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MR. JOLLEY

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No. Pr35

1959

# BILL

## An Act respecting the Township of Stamford

**W**HEREAS The Corporation of the Township of Stamford by its petition has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition; Preamble

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** The agreement made between The Optimist Club of Niagara Falls and The Corporation of the Township of Stamford, dated the 12th day of January, 1959, and set forth as the Schedule hereto, is hereby validated and confirmed and declared to be legal, valid and binding upon the parties thereto, and The Corporation of the Township of Stamford is hereby empowered to pass all necessary by-laws and to do all other acts, matters and things as may be deemed necessary by the parties for the full and proper carrying out of the agreement. Agreement validated

**2.** *The Township of Stamford Act, 1956* is repealed.

1956, c. 121,  
repealed

**3.** This Act comes into force on the day it receives Royal Assent. Commence-  
ment

**4.** This Act may be cited as *The Township of Stamford Act, 1959*. Short title

## SCHEDULE

THIS AGREEMENT made, in quadruplicate, this 12th day of January, A.D. 1959.

BETWEEN:

THE OPTIMIST CLUB OF NIAGARA FALLS, a corporation duly incorporated under the laws of the Province of Ontario, with Head Office at the City of Niagara Falls, County of Welland, hereinafter called "the Party"

OF THE FIRST PART,

—and—

THE CORPORATION OF THE TOWNSHIP OF STAMFORD, hereinafter called "the Party"

OF THE SECOND PART.

WHEREAS the municipal Corporation of the Township of Stamford is the owner of the lands hereinafter described, which were conveyed to it for park and playground purposes, and which have been improved by the Corporation for such purposes;

AND WHEREAS heretofore the municipal Corporation entered into an agreement in writing dated 19th of January, 1956, and a supplementary agreement in writing dated the 5th of March, 1956, with one, W. A. Cook, for the construction of a swimming pool upon the said lands, which said agreements were validated by a Private Act of the Legislative Assembly of the Province of Ontario, being "The Township of Stamford Act, 1956";

AND WHEREAS the said W. A. Cook has not complied with the conditions therein set out and has confirmed his intention to abandon the construction of the said swimming pool and buildings, and the said agreements are therefore, by their terms, void and of no effect;

AND WHEREAS the Party of the First Part has proposed to the Municipal Corporation the leasing of the said lands by the Corporation to it for a period of twenty-five (25) years at an annual ground rental of \$1.00, with options for further leases of two successive periods of twenty-five (25) years each, upon the same rental, and said lease to be authorized by a Private Act of the Legislative Assembly of the Province of Ontario, and the Party of the First Part proposes to construct thereon a Youth Centre to provide facilities and programmes for the teaching of gymnastics, swimming, and life saving, basketball and other gymnasium sports, handicrafts, photography, public speaking, choral singing and other similar programmes, with the intent that the same shall revert to and vest in the Corporation at the termination of the twenty-five year lease period unless the said option is renewed and then at the termination of the said option period.

NOW THEREFORE the Parties hereto agree as follows:

1. The Municipal Corporation shall, by lease, be authorized by a Private Act of the Legislative Assembly of the Province of Ontario to let the lands described as follows:

"All and Singular that certain parcel or tract of land and premises situated, lying and being in the Township of Stamford, in the County of Welland, and being all that part of Lots Nos. 10 and 11 lying north of Culp Street, according to Registered Plan 49 for the said Township of Stamford".

unto the Party of the First Part for a term of twenty-five (25) years at the rate of \$1.00 per year, with an option to the said Party of the First

Part to further lease the said premises for two further and successive periods of twenty-five (25) years each upon the same terms and conditions. Notice of the intention of the Party of the First Part to exercise such option shall be given in writing to the Clerk of the Corporation not later than 6 months before the expiry of the first and subsequent period of twenty-five (25) years. The Parties hereto agree that the terms of the said lease shall be as follows:

- (a) The Party of the First Part shall, at its sole expense, erect a building to contain a swimming pool, a gymnasium, craft rooms, assembly and game rooms to be used or useable with such a project, and that the same shall be operated and available to members of the Optimist Youth Clubs of the municipality and contiguous municipalities at no cost or at an optional nominal cost not to exceed the price or sum of \$1.00 per youth per year. The Parties hereto further agree that the said premises may be let to other youth organizations or community groups for all appropriate purposes at fixed maximum hourly rates to be established annually, with approval of Council. The Parties hereto agree that the said rates may not be altered, save upon mutual agreement between the Parties, but may be subject to review upon the application of either Party, provided that no person may be refused the facilities of the Youth Centre upon the grounds only of his or her Creed, Race or Colour.
- (b) The Party of the First Part agrees to submit to the Council of the Municipal Corporation its proposed building plans for the approval of the Council and of the Corporation's Building Inspector. The Party of the First Part further agrees to show financial responsibility for completing construction of the building before work commences.
- (c) The Party of the First Part agrees to provide or ensure supervision during such times as the building or its facilities are open for use by youths and agrees, whether by insurance or otherwise, to save the Corporation harmless from any legal liability arising from the use of said buildings. It is further agreed that a copy of such policy of insurance and renewals shall be deposited with the Clerk of the Corporation.
- (d) The Party of the First Part agrees to prefer in its employment residents of the Township of Stamford, all other qualifications being equal.
- (e) The Party of the First Part agrees that the building or buildings shall be at reasonable times open to inspection by the Welland and District Health Unit, and by an official of Council, by resolution duly authorized.
- (f) The Party of the First Part shall have the right to sublet or assign only after the said lease has been offered to the Corporation of the Township of Stamford at the same consideration receivable from any other party, and with the consent in writing of the Corporation.
- (g) The Corporation consents to the use of its street or streets for the erection of a sign or signs to be approved by the Engineer of the Corporation where the same may be required for directional use.
- (h) The Party of the First Part agrees to and with the Corporation to pay in advance all estimated fees and disbursements to be incurred by the Corporation in the application by the Corporation for a Private Act of the Legislative Assembly of the Province of Ontario to validate this agreement. The said fees and disbursements are estimated at \$600.00, and the Corporation agrees to refund to the Party of the First Part any unexpended balance.

2. The Parties hereto further agree in the event the Party of the First Part has not commenced construction on or before the expiry period of one year from the date of the execution of the lease, and has not completed construction within a further 18-month period that, without further notice by the Corporation to the Party of the First Part, the said lease shall be deemed forfeit, null and void and of no effect whatsoever between the Parties.

3. In the event that the Party of the First Part should disband as a youth service organization, or surrender its Letters Patent, or fail to operate the said buildings in accord with both the letter and spirit of this agreement, then the term of the lease shall be immediately forfeit and the buildings and fixtures shall thereupon revert to and vest in the Corporation.

4. Breach of any of the conditions and terms herein contained shall render this agreement null and void and of no further effect whatsoever, and buildings and their fixtures shall forthwith revert to and vest in the Corporation.

5. The Parties hereto agree that at the termination of the lease whether by effluxion of time, by forfeiture, by surrender or otherwise, all of the proposed buildings and all fixtures used in connection therewith shall revert to and form part of the property of the Municipal Corporation of the Township of Stamford, without additional compensation to the Party of the First Part.

IN WITNESS WHEREOF the Parties hereto have affixed their Corporate Seals and the hands of their proper signing officers on their behalf.

THE OPTIMIST CLUB OF NIAGARA FALLS:

By R. S. GRIFFIN,  
*President.*

and WM. D. FRASER,  
*Secretary.*

THE CORPORATION OF THE TOWNSHIP  
OF STAMFORD:

By E. E. MITCHELSON,  
*Reeve.*

and A. C. HIGGINS,  
*Clerk.*





An Act respecting  
the Township of Stamford

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*1st Reading*

February 12th, 1959

*2nd Reading*

February 20th, 1959

*3rd Reading*

March 3rd, 1959

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MR. JOLLEY

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting the City of Port Arthur

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MR. MAPLEDORAM

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(PRIVATE BILL)



No. Pr36

1959

# BILL

## An Act respecting the City of Port Arthur

**W**HEREAS The Corporation of the City of Port Arthur Preamble by its petition has represented that, pursuant to the several by-laws referred to in the schedules to By-law No. 4289 of the City of Port Arthur, the several works referred to in the schedules have been constructed and the special assessment rolls for the works have been confirmed; and whereas the by-laws authorizing the construction of such works provide for the issue of debentures for longer terms than those specified in such special assessment rolls; and whereas the petitioner has passed By-law No. 4289 to provide for the issue of debentures for the terms set forth in such special assessment rolls; and whereas there is now no authority for such by-law and the petitioner has prayed for special legislation validating and confirming By-law No. 4289; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** By-law No. 4289 of the City of Port Arthur, passed by the council of The Corporation of the City of Port Arthur and set forth as the Schedule hereto, is hereby validated and confirmed and declared to be legal, valid and binding upon the Corporation and the ratepayers thereof and, notwithstanding section 8 of By-law No. 4289, is effective on and after the day of the final passing thereof without the approval of the Ontario Municipal Board. Debenture by-law confirmed

**2.** This Act comes into force on the day it receives Royal Assent. Commencement

**3.** This Act may be cited as *The City of Port Arthur Act*, Short title 1959.

## SCHEDULE

BY-LAW No. 4289

## CITY OF PORT ARTHUR

A By-LAW to provide for borrowing \$382,868.84 upon debentures to pay for the construction of certain works.

WHEREAS, pursuant to the by-laws the numbers whereof are set forth in Schedule "A" to this by-law, the several works set forth in the said by-laws, hereinafter referred to as "the works", have been constructed on the streets or portions of streets set forth in the said by-laws, all as local improvements under the provisions of *The Local Improvement Act*;

AND WHEREAS The Department of Health for Ontario or the Water Resources Commission has approved of the construction of those of the said works which require such approval, and the numbers of its Certificates of Approval are set forth in the said schedule;

AND WHEREAS the passing of the said by-laws was duly approved by the Ontario Municipal Board by its several Orders the numbers whereof are respectively set forth in the said schedule;

AND WHEREAS the total cost of all the said works is \$382,868.84 of which \$160,922.29 is the Corporation's portion of the cost, and \$221,946.55 is the owners' portion of the cost, for which Special Assessment Rolls have been duly made and certified;

AND WHEREAS it is necessary to borrow the said sum of \$382,868.84 on the credit of the Corporation and to issue debentures therefor bearing interest at the rate of 5¼% per cent per annum payable half-yearly, which is the amount of the debt intended to be created by this by-law;

AND WHEREAS it is expedient to make the principal of the said debt repayable in yearly sums during the period of twenty years, the amounts respectively set forth for each such year in Schedule "B" to this by-law;

AND WHEREAS it will be necessary in each of the years during the said period of twenty years to raise the sum set forth for such year in Column 5 of Part I of the said Schedule "B", of which the sum set forth for such year in Column 5 of Part II of the said Schedule "B" is required to pay the Owners' portion thereof and the sum set forth for such year in Column 5 of Part III of the said Schedule "B" is required to pay the Corporation's portion thereof;

AND WHEREAS the amount of the whole rateable property of the Municipality, according to the last revised assessment roll, is \$60,939,643.00;

AND WHEREAS the amount of the existing debenture debt of the Corporation is \$8,082,747.96 and no part of the principal or interest is in arrear;

AND WHEREAS by its Orders as shown in Schedule "A", The Ontario Municipal Board has approved the purpose of the said borrowing and the passing of this by-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF PORT ARTHUR ENACTS AS FOLLOWS:

1. THAT for the purposes aforesaid there shall be borrowed on the credit of the Corporation at large the sum of \$382,868.84 and debentures shall be issued therefor in sums of not less than \$50.00 each, bearing interest at the rate of 5¼% per centum per annum payable half-yearly, and having coupons attached thereto for the payment of the interest on the 30th day of June and the 31st day of December in each year of the currency of the debentures.

2. THAT the debentures shall all be dated the 31st day of December, 1958, and shall be payable in twenty annual instalments on the 31st day of December in each of the years 1959 to 1978, both inclusive, and the respective amounts of principal and interest payable in each of such years shall be as set forth in Part I of Schedule "B" to this by-law.

3. THAT the said debentures as to both principal and interest shall be payable in lawful money of Canada at the principal office of the Bank of Montreal in any of the Cities of Port Arthur, Montreal, Toronto, Winnipeg or Vancouver, Canada, at the option of the holders thereof.

4. THAT each of the debentures shall be signed by the Mayor of the Corporation, or by some other person authorized by by-law to sign the same, and by the Treasurer of the Corporation and the Clerk shall attach thereto the Corporate Seal of the Corporation. The interest coupons shall be signed by the Treasurer of the Corporation, and his signature thereto may be written, stamped, lithographed or engraved.

5. THAT in each year during the period of twenty years, the currency of the debentures, the sum set forth for such year in Column 5 of Part I of the said Schedule "B" shall be raised for the payment of the debt and interest, as follows:

The sum set forth for such year in Column 5 of Part II of the said schedule shall be raised for the payment of the Corporation's portion of the debt and the interest thereon, and shall be levied and raised in such year by a special rate sufficient therefor, over and above all other rates, on all the rateable property in the municipality, at the same time and in the same manner as other rates.

For the payment of the owners' portion of the cost of each of the said works, and the interest thereon, the special assessments set forth in the said Special Assessment Rolls as shown in column seven of said Schedule "A" are hereby imposed upon the lands liable therefor, as therein set forth, which said special assessments, with a sum sufficient to cover the interest thereon at the rate aforesaid shall be payable, and for that purpose the respective annual rates per foot frontage, as set forth in column nine of the said Schedule "A" are hereby imposed upon each lot entered on the said special assessment rolls for each of the said works, according to the assessed frontages thereof, over and above all other rates and taxes, which said special rates shall be collected annually by the Collector of Taxes for the Corporation at the same time and in the same manner as other rates.

6. THAT the debentures may contain any clause providing for the registration thereof, authorized by any statute relating to Municipal debentures in force at the time of the issue thereof.

7. THAT the money to be borrowed as aforesaid shall be apportioned, crediting each work with the amount of the loan provided for by the by-law relating thereto as set forth.

8. THAT this by-law shall come into force and take effect on the day of the final passing thereof and when approved by the Ontario Municipal Board.

ENACTED AND PASSED this 5th day of January, 1959.

Council Chambers,  
Port Arthur, Ontario.

N. R. WILSON,  
*Mayor.*

ARTHUR H. EVANS,  
*Clerk.*

FIRST READING: November 3rd, 1958.

SECOND READING: November 3rd, 1958.

THIRD READING: January 5th, 1959.

## PART I

BY-LAW No.	NATURE OF WORK	STREET	Number of Certificate of Approval of Department of Health	Number of Order of Ontario Municipal Board	Cost			Annual Rate Foot Frontage for Owners' Portion
					Corporation	Owners	Total	
3871	Opening, Improving and Grading	N. Empire from Van Nor-			\$ 82.94	\$ 575.98	\$ 658.92	.1438012
3871	Opening, Improving and Grading	man to N. Lot of Lot 3, Con. "B".....		PFD-5552(d)56				
3871	Opening, Improving and Grading	Tokio from Algonquin to Kenogami.....		PFD-5552(d)56	323.15	166.19	489.34	.2176955
3871	Opening, Improving and Grading	Cuyler from Spruce Crescent to Hodder.....		PFD-5552(d)56	308.05	474.78	782.83	.2772287
3870	Opening, Improving and Grading	Pearl from New to 150 feet of New.....		PFD-5552(d)56	5.94	91.53	97.47	.1401334
3870	Opening, Improving and Grading	Shipley from Clayte to Margaret.....		PFD-5552(e)56	245.87	725.68	971.55	.1434954
3870	Opening, Improving and Grading	St. Clair from Otto to Shuniah.....		PFD-5552(e)56	328.10	882.87	1,210.97	.2275300
3870	Opening, Improving and Grading	Dobie from Melvin to Parsons.....		PFD-5552(e)56	769.77	321.57	1,091.34	.2369435
3870	Opening, Improving and Grading	Huron from Otto to Toledo.....		PFD-5552(e)56	339.17	636.10	975.27	.1708799
3870	Opening, Improving and Grading	Matthews from Pringle to Carstens.....		PFD-5552(e)56	177.57	1,264.85	1,442.42	.1885922
3871	Opening, Improving and Grading	Holly from Franklin to Lyon.....		PFD-5552(d)56	626.46	1,035.81	1,662.27	.3826649
3870	Opening, Improving and Grading	Parsons from Elm to Balsam.....		PFD-5552(e)56	358.91	490.49	849.40	.1608867
3871	Opening, Improving and Grading	Lane W. Algoma from Fitzgerald to Munro.....		PFD-5552(d)56	63.44	97.00	160.44	.1236249
3871	Opening, Improving and Grading	Elliott from Leslie to Hodder.....		PFD-5552(d)56	419.29	1,012.36	1,431.65	.2471521
3870	Opening, Improving and Grading	Dewe from Merrill to Cuyler.....		PFD-5552(e)56	525.77	1,670.86	2,196.63	.2626422
				TOTAL.....	\$ 4,574.43	\$ 9,446.07	\$14,020.50	



## PART II

By-LAW No.	NATURE OF WORK	STREET	Number of Certificate of Approval of Department of Health	Number of Order of Ontario Municipal Board	Cost			Annual Rate Foot Frontage for Owners' Portion
					Corporation	Owners	Total	
3871	Concrete Sidewalk	S/S Merrill from Hodder to Leslie.....	.....	PFD-5552(d)56	\$ 605.19	\$ 2,015.45	\$ 2,620.64	.4643774
3871	Concrete Sidewalk	N/S Arundel from Leslie to Grenville.....	.....	PFD-5552(d)56	535.14	1,902.57	2,437.71	.4106263
3870	Concrete Sidewalk	E/S Cumberland from McDougall to Powley....	.....	PFD-5552(e)56	.....	1,066.48	1,066.48	.4242778
3871	Concrete Sidewalk	E/S Marlborough from Beresford to Bay.....	.....	PFD-5552(d)56	.....	2,548.32	2,548.32	.3970969
3870	Concrete Sidewalk	E/S Summit from Beresford to N. limit of Lot 7, Plan 684.....	.....	PFD-5552(e)56	21.27	933.74	955.01	.5128875
3871	Concrete Sidewalk	S/S Munro from Cumberland to Court.....	.....	PFD-5552(d)56	484.59	3,411.53	3,896.12	.4908312
3871	Concrete Sidewalk	N/S Van Norman from High to W. limit of Lot 3, Plan 133.....	.....	PFD-5552(d)56	.....	750.52	750.52	.6530782
3870	Concrete Sidewalk	N/S Pearl from Cumberland to Water.....	.....	PFD-5552(e)56	.....	2,181.62	2,181.62	.8370108
3870	Concrete Sidewalk	W/S Cumberland from Lincoln to Pearl.....	.....	PFD-5552(e)56	.....	1,584.59	1,584.59	.9703699
TOTAL.....					\$ 1,646.19	\$16,394.82	\$18,041.01	

## PART III

BY-LAW No.	NATURE OF WORK	STREET	Number of Certificate of Approval of Department of Health or The Ontario Water Resources Commission	Number of Order of Ontario Municipal Board	Cost			Annual Rate Foot Frontage for Owners' Portion
					Corporation	Owners	Total	
3667	Sanitary Sewer and Watermain	Conmee from Oswald to Chamberlain.....	50-A-80	PFD-2898(b)	\$ 3,431.64	\$ 8,542.50	\$11,974.14	.6406724
3718	Sanitary Sewer and Watermain	Dawson from Rockwood to Martha.....	50-B-58					
3717	Sanitary Sewer and Watermain	N. Rockwood from Tupper to Dawson.....	55-A-289	PFD-3506(b)55	1,114.74	6,841.26	7,956.00	.5188684
3667	Sanitary Sewer and Watermain	Toledo from W/Side of Chamberlain to Nepigon	55-B-269	PFD-3506(a)55	2,591.11	6,510.75	9,101.86	.5214233
3717	Sanitary Sewer and Watermain	Erle from Hodder to Leslie.....	55-A-289	PFD-2898(b)	12,988.16	30,376.13	43,364.29	.6406763
3672	Sanitary Sewer	Front from McVicar to Van Horne.....	55-B-269	PFD-3506(a)55	8,055.05	4,826.25	12,881.30	S-.3203381 W-.3203381
3717	Sanitary Sewer and Watermain	Nepigon from Otto to Toledo.....	54-A-153	PFD-2898(c)	35,676.26	.....	35,676.26	.....
3666	Sanitary Sewer and Watermain	Erie from Egan to Otto.....	55-A-289	PFD-3506(a)55	4,617.56	4,820.78	9,438.34	.5709246
3717	Sanitary Sewer and Watermain	Dewe from Arundel to Murray.....	54-A-632	PFD-2898(a)	955.55	1,574.63	2,530.18	.4036927
3672	Sanitary Sewer	Van Horne from Front to Cumberland.....	54-B-580	PFD-3506(a)55	6,116.97	9,292.50	15,409.47	.6406762
3871	Sanitary Sewer and Watermain	Huron from Otto to Toledo.....	55-A-289	PFD-2898(c)	7,974.45	.....	7,974.45	.....
			56-B-86	PFD-5552(d)56	4,138.45	4,933.84	9,072.29	.5872452

3870	Sanitary Sewer and Watermain	Detroit from Otto to Toledo.....	56-A-144	PFD-5552(e)56	3,009.62	3,539.42	6,549.04	.4225711
3871	Sanitary Sewer and Watermain	St. Clair from Otto to N. limit of Lot 16 and Extension Southerly thereof, Plan 647 (99' Extra) .....	56-B-86	PFD-5552(d)56	1,826.08	796.72	2,622.81	S-.1503491 W-.2240140
3870	Sanitary Sewer and Watermain	Matthew from Margaret to N. limit of Lot 155, Plan 256.....	56-A-144	PFD-5552(e)56	2,302.10	3,236.58	5,538.68	.5339503
3871	Sanitary Sewer and Watermain	Lyon from Holly to Oliver Road.....	56-B-86	PFD-5552(d)56	1,492.37	9,136.02	10,628.39	.4690668
3871	Sanitary Sewer and Watermain	Holly from Franklin to Lyon.....	56-A-144	PFD-5552(d)56	2,228.60	2,159.75	4,388.35	.3594701
3871	Sanitary Sewer and Watermain	Erle from Leslie to Greenville.....	56-B-86	PFD-5552(d)56	3,720.05	5,955.19	9,675.24	.6006768
3718	Sanitary Sewer and Watermain	Oliver Road Extension to Lakehead College.....	55-B-269	PFD-3506(b)55	531.97	5,722.50	6,254.47	.3203381
3667	Sanitary Sewer and Watermain	Lawrence from Connee to Lots 27-36 R. Plan 617...	54-A-153	PFD-2898(b)	4,092.30	1,252.50	5,344.80	.3203381
3718	Sanitary Sewer and Watermain	Windsor from Junot to Carl.....	55-A-289	PFD-3506(b)55	34,748.35	6,135.00	40,883.35	.6406762
TOTAL.....				\$141,611.39	\$115,652.32	\$257,263.71		

## PART IV

By-LAW No.	NATURE OF WORK	STREET	Number of Certificate of Approval of Department of Health or The Ontario Water Resources Commission	Number of Order of Ontario Municipal Board	Cost			Annual Rate Foot Frontage for Owners' Portion
					Corporation	Owners	Total	
3871	Storm Sewer.....	Pringle from Balsam to Hartviksen.....	56-A-144	PFD-5552(d)56	\$ 5,313.15	\$ 750.00	\$ 6,063.15	.0854235
3871	Storm Sewer.....	Dewe from Merrill to Adams.....	56-A-144	PFD-5552(d)56	4,538.03	1,056.00	5,594.03	.0854234
3870	Storm Sewer.....	Dewe from Adams to Boulevard Lake.....	56-A-144	PFD-5552(e)56	3,239.10	464.00	3,703.10	.0854235
				TOTALS.....	\$13,090.28	\$ 2,270.00	\$15,360.28	

## PART V

By-LAW No.	NATURE OF WORK	STREET	Number of Certificate of Approval of Department of Health or The Ontario Water Resources Commission	Number of Order of Ontario Municipal Board	Cost			Annual Rate Foot Frontage, for Owners, Portion
					Corporation	Owners	Total	
3938	House Sewer Connections and	.....	.....	PFD-6311-56	.....	.....	.....	.....
3939	House Water Connections	.....	.....	PFD-6311-56	.....	\$78,183.34	\$78,183.34	.....

## PART VI

	Corporation	Owner	Total
1. Opening, Improving and Grading . . .	\$ 4,574.43	\$ 9,446.07	\$ 14,020.50
2. Concrete Sidewalks . . . . .	1,646.19	16,394.82	18,041.01
3. Sanitary Sewers and Watermains . . .	141,611.39	115,652.32	257,263.71
4. Storm Sewers . . . . .	13,090.28	2,270.00	15,360.28
5. House Sewer and Water Connections . . . . .	.....	78,183.34	78,183.34
	\$160,922.29	\$221,946.55	\$382,868.84

## Schedule "B"

## PART I

Term: 20 Years \*  
By-Law No. 4289

Amount: \$382,868.84  
Interest: 5¾%

Deb. No.	Year	Interest	Principal	Annual Payment	Balance
1	1959	\$ 22,014.96	\$ 13,085.37	\$ 35,100.33	\$369,783.47
2	1960	21,262.54	13,837.79	35,100.33	355,945.68
3	1961	20,466.87	14,633.46	35,100.33	341,312.22
4	1962	19,625.44	15,474.89	35,100.33	325,837.33
5	1963	18,735.63	16,364.70	35,100.33	309,472.63
6	1964	17,794.66	13,999.86	31,794.52	295,472.77
7	1965	16,989.69	14,804.83	31,794.52	280,667.94
8	1966	16,138.39	15,656.13	31,794.52	265,011.81
9	1967	15,238.18	16,556.34	31,794.52	248,455.47
10	1968	14,286.18	17,508.34	31,794.52	230,947.13
11	1969	13,279.45	18,515.07	31,794.52	212,432.06
12	1970	12,214.84	19,579.68	31,794.52	192,852.38
13	1971	11,089.01	20,705.51	31,794.52	172,146.87
14	1972	9,898.45	21,896.07	31,794.52	150,250.80
15	1973	8,639.50	23,155.02	31,794.52	127,095.78
16	1974	7,308.00	22,659.19	29,967.19	104,436.59
17	1975	6,005.10	23,962.09	29,967.19	80,474.50
18	1976	4,627.28	25,339.91	29,967.19	55,134.59
19	1977	3,170.24	26,796.95	29,967.19	28,337.64
20	1978	1,629.55	28,337.64	29,967.19	.....
		<u>\$260,413.96</u>	<u>\$382,868.84</u>	<u>\$643,282.80</u>	<u>                    </u>

PART II  
OWNERS' SHARE

Term: 20 Years  
By-Law No. 4289

Amount: \$221,946.55  
Interest: 5¼%

Deb. No.	Year	Interest	Principal	Annual Payment	Balance
1	1959	\$ 12,761.93	\$ 7,877.91	\$ 20,639.84	\$214,087.45
2	1960	12,308.93	8,330.91	20,639.84	205,737.73
3	1961	11,829.91	8,809.93	20,639.84	196,927.80
4	1962	11,323.34	9,316.50	20,639.84	187,611.30
5	1963	10,787.63	9,852.21	20,639.84	177,759.09
6	1964	10,221.13	8,191.48	18,412.61	169,567.61
7	1965	9,750.15	8,662.46	18,412.61	160,905.15
8	1966	9,252.03	9,160.58	18,412.61	151,743.97
9	1967	8,725.32	9,687.29	18,412.61	142,057.28
10	1968	8,168.30	10,244.31	18,412.61	131,812.97
11	1969	7,579.24	10,833.37	18,412.61	120,979.60
12	1970	6,956.32	11,456.29	18,412.61	109,523.31
13	1971	6,297.59	12,115.02	18,412.61	97,408.29
14	1972	5,600.98	12,811.63	18,412.61	84,596.66
15	1973	4,864.35	13,548.26	18,412.61	71,048.40
16	1974	4,085.28	12,666.74	16,752.02	58,381.66
17	1975	3,356.95	13,395.07	16,752.02	44,986.59
18	1976	2,586.71	14,165.31	16,752.02	30,821.28
19	1977	1,772.22	14,979.80	16,752.02	15,841.48
20	1978	910.54	15,841.48	16,752.02	.....
		<u>\$149,138.85</u>	<u>\$221,946.55</u>	<u>\$371,085.40</u>	<u>                    </u>



PART III  
CITY'S SHARE

Term: 20 Years  
By-Law No. 4289

Amount: \$160,922.29  
Interest: 5¼%

Deb. No.	Year	Interest	Principal	Annual Payment	Balance
1	1959	\$ 9,253.03	\$ 5,207.46	\$ 14,460.49	\$155,714.83
2	1960	8,953.61	5,506.88	14,460.49	150,207.95
3	1961	8,636.96	5,823.53	14,460.49	144,384.42
4	1962	8,302.10	6,158.39	14,460.49	138,226.03
5	1963	7,948.00	6,512.49	14,460.49	131,713.54
6	1964	7,573.53	5,808.38	13,381.91	125,905.16
7	1965	7,239.54	6,142.37	13,381.91	119,762.79
8	1966	6,886.36	6,495.55	13,381.91	113,267.24
9	1967	6,512.86	6,869.05	13,381.91	106,398.19
10	1968	6,117.88	7,264.03	13,381.91	99,134.16
11	1969	5,700.21	7,681.70	13,381.91	91,452.46
12	1970	5,258.52	8,123.39	13,381.91	83,329.07
13	1971	4,791.42	8,590.49	13,381.91	74,738.58
14	1972	4,297.47	9,084.44	13,381.91	65,654.14
15	1973	3,775.15	9,606.76	13,381.91	56,047.38
16	1974	3,222.72	9,992.45	13,215.17	46,054.93
17	1975	2,648.15	10,567.02	13,215.17	35,487.91
18	1976	2,040.55	11,174.62	13,215.17	24,313.29
19	1977	1,398.02	11,817.15	13,215.17	12,496.14
20	1978	719.03	12,496.14	13,215.17	.....
		<u>\$111,275.11</u>	<u>\$160,922.29</u>	<u>\$272,197.40</u>	<u>=====</u>

An Act respecting  
the City of Port Arthur

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*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

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MR. MAPLEDORAM

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(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting the City of Port Arthur

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MR. MAPLEDORAM

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No. Pr36

1959

# BILL

## An Act respecting the City of Port Arthur

**W**HEREAS The Corporation of the City of Port Arthur Preamble by its petition has represented that, pursuant to the several by-laws referred to in the schedules to By-law No. 4289 of the City of Port Arthur, the several works referred to in the schedules have been constructed and the special assessment rolls for the works have been confirmed; and whereas the by-laws authorizing the construction of such works provide for the issue of debentures for longer terms than those specified in such special assessment rolls; and whereas the petitioner has passed By-law No. 4289 to provide for the issue of debentures for the terms set forth in such special assessment rolls; and whereas there is now no authority for such by-law and the petitioner has prayed for special legislation validating and confirming By-law No. 4289; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** By-law No. 4289 of the City of Port Arthur, passed by the council of The Corporation of the City of Port Arthur and set forth as the Schedule hereto, is hereby validated and confirmed and declared to be legal, valid and binding upon the Corporation and the ratepayers thereof and, notwithstanding section 8 of By-law No. 4289, is effective on and after the day of the final passing thereof without the approval of the Ontario Municipal Board. Debenture by-law confirmed

**2.** This Act comes into force on the day it receives Royal Assent. Commencement

**3.** This Act may be cited as *The City of Port Arthur Act*, Short title 1959.

## SCHEDULE

BY-LAW No. 4289

## CITY OF PORT ARTHUR

A By-Law to provide for borrowing \$382,868.84 upon debentures to pay for the construction of certain works.

WHEREAS, pursuant to the by-laws the numbers whereof are set forth in Schedule "A" to this by-law, the several works set forth in the said by-laws, hereinafter referred to as "the works", have been constructed on the streets or portions of streets set forth in the said by-laws, all as local improvements under the provisions of *The Local Improvement Act*;

AND WHEREAS The Department of Health for Ontario or the Water Resources Commission has approved of the construction of those of the said works which require such approval, and the numbers of its Certificates of Approval are set forth in the said schedule;

AND WHEREAS the passing of the said by-laws was duly approved by the Ontario Municipal Board by its several Orders the numbers whereof are respectively set forth in the said schedule;

AND WHEREAS the total cost of all the said works is \$382,868.84 of which \$160,922.29 is the Corporation's portion of the cost, and \$221,946.55 is the owners' portion of the cost, for which Special Assessment Rolls have been duly made and certified;

AND WHEREAS it is necessary to borrow the said sum of \$382,868.84 on the credit of the Corporation and to issue debentures therefor bearing interest at the rate of 5¼% per cent per annum payable half-yearly, which is the amount of the debt intended to be created by this by-law;

AND WHEREAS it is expedient to make the principal of the said debt repayable in yearly sums during the period of twenty years, the amounts respectively set forth for each such year in Schedule "B" to this by-law;

AND WHEREAS it will be necessary in each of the years during the said period of twenty years to raise the sum set forth for such year in Column 5 of Part I of the said Schedule "B", of which the sum set forth for such year in Column 5 of Part II of the said Schedule "B" is required to pay the Owners' portion thereof and the sum set forth for such year in Column 5 of Part III of the said Schedule "B" is required to pay the Corporation's portion thereof;

AND WHEREAS the amount of the whole rateable property of the Municipality, according to the last revised assessment roll, is \$60,939,643.00;

AND WHEREAS the amount of the existing debenture debt of the Corporation is \$8,082,747.96 and no part of the principal or interest is in arrear;

AND WHEREAS by its Orders as shown in Schedule "A", The Ontario Municipal Board has approved the purpose of the said borrowing and the passing of this by-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF PORT ARTHUR ENACTS AS FOLLOWS:

1. THAT for the purposes aforesaid there shall be borrowed on the credit of the Corporation at large the sum of \$382,868.84 and debentures shall be issued therefor in sums of not less than \$50.00 each, bearing interest at the rate of 5¼% per centum per annum payable half-yearly, and having coupons attached thereto for the payment of the interest on the 30th day of June and the 31st day of December in each year of the currency of the debentures.

2. THAT the debentures shall all be dated the 31st day of December, 1958, and shall be payable in twenty annual instalments on the 31st day of December in each of the years 1959 to 1978, both inclusive, and the respective amounts of principal and interest payable in each of such years shall be as set forth in Part I of Schedule "B" to this by-law.

3. THAT the said debentures as to both principal and interest shall be payable in lawful money of Canada at the principal office of the Bank of Montreal in any of the Cities of Port Arthur, Montreal, Toronto, Winnipeg or Vancouver, Canada, at the option of the holders thereof.

4. THAT each of the debentures shall be signed by the Mayor of the Corporation, or by some other person authorized by by-law to sign the same, and by the Treasurer of the Corporation and the Clerk shall attach thereto the Corporate Seal of the Corporation. The interest coupons shall be signed by the Treasurer of the Corporation, and his signature thereto may be written, stamped, lithographed or engraved.

5. THAT in each year during the period of twenty years, the currency of the debentures, the sum set forth for such year in Column 5 of Part I of the said Schedule "B" shall be raised for the payment of the debt and interest, as follows:

The sum set forth for such year in Column 5 of Part II of the said schedule shall be raised for the payment of the Corporation's portion of the debt and the interest thereon, and shall be levied and raised in such year by a special rate sufficient therefor, over and above all other rates, on all the rateable property in the municipality, at the same time and in the same manner as other rates.

For the payment of the owners' portion of the cost of each of the said works, and the interest thereon, the special assessments set forth in the said Special Assessment Rolls as shown in column seven of said Schedule "A" are hereby imposed upon the lands liable therefor, as therein set forth, which said special assessments, with a sum sufficient to cover the interest thereon at the rate aforesaid shall be payable, and for that purpose the respective annual rates per foot frontage, as set forth in column nine of the said Schedule "A" are hereby imposed upon each lot entered on the said special assessment rolls for each of the said works, according to the assessed frontages thereof, over and above all other rates and taxes, which said special rates shall be collected annually by the Collector of Taxes for the Corporation at the same time and in the same manner as other rates.

6. THAT the debentures may contain any clause providing for the registration thereof, authorized by any statute relating to Municipal debentures in force at the time of the issue thereof.

7. THAT the money to be borrowed as aforesaid shall be apportioned, crediting each work with the amount of the loan provided for by the by-law relating thereto as set forth.

8. THAT this by-law shall come into force and take effect on the day of the final passing thereof and when approved by the Ontario Municipal Board.

ENACTED AND PASSED this 5th day of January, 1959.

Council Chambers,  
Port Arthur, Ontario.

N. R. WILSON,  
*Mayor.*

ARTHUR H. EVANS,  
*Clerk.*

FIRST READING: November 3rd, 1958.

SECOND READING: November 3rd, 1958.

THIRD READING: January 5th, 1959.

## Schedule "A"

## PART I

BY-LAW NO.	NATURE OF WORK	STREET	Number of Certificate of Approval of Department of Health	Number of Order of Ontario Municipal Board	Cost			Annual Rate Foot Prorata for Owners' Portion
					Corporation	Owners	Total	
3871	Opening, Improving and Grading	N. Empire from Van Norman to N. Lot of Lot 3, Con. "B".	.....	PFD-5552(d)56	\$ 82.94	\$ 575.98	\$ 658.92	.1438012
3871	Opening, Improving and Grading	Tokio from Algonquin to Kenogami.	.....	PFD-5552(d)56	323.15	166.19	489.34	.2176955
3871	Opening, Improving and Grading	Cuyler from Spruce Crescent to Hodder.	.....	PFD-5552(d)56	308.05	474.78	782.83	.2772287
3871	Opening, Improving and Grading	Pearl from New to 150 feet of New.	.....	PFD-5552(d)56	5.94	91.53	97.47	.1401334
3870	Opening, Improving and Grading	Shipley from Clayte to Margaret.	.....	PFD-5552(e)56	245.87	725.68	971.55	.1434954
3870	Opening, Improving and Grading	St. Clair from Otto to Shuniah.	.....	PFD-5552(e)56	328.10	882.87	1,210.97	.2275300
3870	Opening, Improving and Grading	Dobie from Melvin to Parsons.	.....	PFD-5552(e)56	769.77	321.57	1,091.34	.2369435
3870	Opening, Improving and Grading	Huron from Otto to Toledo.	.....	PFD-5552(e)56	339.17	636.10	975.27	.1708799
3870	Opening, Improving and Grading	Matthews from Pringle to Carstens.	.....	PFD-5552(e)56	177.57	1,264.85	1,442.42	.1885922
3871	Opening, Improving and Grading	Holly from Franklin to Lyon.	.....	PFD-5552(d)56	626.46	1,035.81	1,662.27	.3826649
3870	Opening, Improving and Grading	Parsons from Elm to Balsam.	.....	PFD-5552(e)56	358.91	490.49	849.40	.1608867
3871	Opening, Improving and Grading	Lane W. Algoma from Fitzgerald to Munro.	.....	PFD-5552(d)56	63.44	97.00	160.44	.1236249
3871	Opening, Improving and Grading	Elliot from Leslie to Hodder.	.....	PFD-5552(d)56	419.29	1,012.36	1,431.65	.2471521
3870	Opening, Improving and Grading	Dewe from Merrill to Cuyler.	.....	PFD-5552(e)56	525.77	1,670.86	2,196.63	.2626422
				TOTAL.....	\$ 4,574.43	\$ 9,446.07	\$14,020.50	



## PART II

By-LAW No.	NATURE OF WORK	STREET	Number of Certificate of Approval of Department of Health	Number of Order of Ontario Municipal Board	Cost			Annual Rate Foot Frontage for Owners' Portion †
					Corporation	Owners	Total	
3871	Concrete Sidewalk	S/S Merrill from Hodder to Leslie.....	.....	PFD-5552(d)56	\$ 605.19	\$ 2,015.45	\$ 2,620.64	.4643774
3871	Concrete Sidewalk	N/S Arundel from Leslie to Grenville.....	.....	PFD-5552(d)56	535.14	1,902.57	2,437.71	.4106263
3870	Concrete Sidewalk	E/S Cumberland from McDougall to Powley....	.....	PFD-5552(e)56	.....	1,066.48	1,066.48	.4242778
3871	Concrete Sidewalk	E/S Marlborough from Beresford to Bay.....	.....	PFD-5552(d)56	.....	2,548.32	2,548.32	.3970969
3870	Concrete Sidewalk	E/S Summit from Beresford to N. limit of Lot 7, Plan 684.....	.....	PFD-5552(e)56	21.27	933.74	955.01	.5128875
3871	Concrete Sidewalk	S/S Munro from Cumberland to Court....	.....	PFD-5552(d)56	484.59	3,411.53	3,896.12	.4908312
3871	Concrete Sidewalk	N/S Van Norman from High to W. limit of Lot 3, Plan 133.....	.....	PFD-5552(d)56	.....	750.52	750.52	.6530782
3870	Concrete Sidewalk	N/S Pearl from Cumberland to Water.....	.....	PFD-5552(e)56	.....	2,181.62	2,181.62	.8370108
3870	Concrete Sidewalk	W/S Cumberland from Lincoln to Pearl.....	.....	PFD-5552(e)56	.....	1,584.59	1,584.59	.9703699
				TOTAL.....	\$ 1,646.19	\$16,394.82	\$18,041.01	

## PART III

BY-LAW No.	NATURE OF WORK	STREET	Number of Certificate of Approval of Department of Health or The Ontario Water Resources Commission	Number of Order of Ontario Municipal Board	Cost			Annual Rate Foot Frontage for Owners' Portion
					Corporation	Owners	Total	
3667	Sanitary Sewer and Watermain	Connee from Oswald to Chamberlain.....	50-A-80	PFD-2898(b)	\$ 3,431.64	\$ 8,542.50	\$11,974.14	.6406724
3718	Sanitary Sewer and Watermain	Dawson from Rockwood to Martha.....	50-B-58 55-A-289	PFD-3506(b)55	1,114.74	6,841.26	7,956.00	.5188684
3717	Sanitary Sewer and Watermain	N. Rockwood from Tupper to Dawson.....	55-B-269 55-A-289	PFD-3506(a)55	2,591.11	6,510.75	9,101.86	.5214233
3667	Sanitary Sewer and Watermain	Toledo from W/Side of Chamberlain to Nepigon	50-A-80	PFD-2898(b)	12,988.16	30,376.13	43,364.29	.6406763
3717	Sanitary Sewer and Watermain	Erle from Hodder to Leslie.....	50-B-58 55-A-289	PFD-3506(a)55	8,055.05	4,826.25	12,881.30	S-.3203381 W-.3203381
3672	Sanitary Sewer	Front from McVicar to Van Horne.....	55-B-269	PFD-2898(c)	35,676.26	.....	35,676.26	.....
3717	Sanitary Sewer and Watermain	Nepigon from Otto to Toledo.....	54-A-153 55-A-289	PFD-3506(a)55	4,617.56	4,820.78	9,438.34	.5709246
3666	Sanitary Sewer and Watermain	Erle from Egan to Otto.....	55-B-269 54-A-632	PFD-2898(a)	955.55	1,574.63	2,530.18	.4036927
3717	Sanitary Sewer and Watermain	Dewe from Arundel to Murray.....	54-B-580 55-A-289	PFD-3506(a)55	6,116.97	9,292.50	15,409.47	.6406762
3672	Sanitary Sewer	Van Horne from Front to Cumberland.....	55-B-269	PFD-2898(c)	7,974.45	.....	7,974.45	.....
3871	Sanitary Sewer and Watermain	Huron from Otto to Toledo.....	54-A-153 56-A-144 56-B-86	PFD-5552(d)56	4,138.45	4,933.84	9,072.29	.5872452

3870	Sanitary Sewer and Watermain	Detroit from Otto to Toledo.....	56-A-144	PFD-5552(e)56	3,009.62	3,539.42	6,549.04	.4225711
3871	Sanitary Sewer and Watermain	St. Clair from Otto to N. limit of Lot 16 and Extension Southerly thereof, Plan 647 (99' Extra).....	56-B-86					S-1503491 W-.2240140
3870	Sanitary Sewer and Watermain	Matthew from Margaret to N. limit of Lot 155, Plan 256.....	56-A-144	PFD-5552(d)56	1,826.08	796.72	2,622.81	
3871	Sanitary Sewer and Watermain	Lyon from Holly to Oliver Road.....	56-B-86	PFD-5552(e)56	2,302.10	3,236.58	5,538.68	.5339503
3871	Sanitary Sewer and Watermain	Holly from Franklin to Lyon.....	56-A-144	PFD-5552(d)56	1,492.37	9,136.02	10,628.39	.4690668
3871	Sanitary Sewer and Watermain	Erle from Leslie to Greenville.....	56-B-86	PFD-5552(d)56	2,228.60	2,159.75	4,388.35	.3594701
3718	Sanitary Sewer and Watermain	Oliver Road Extension to Lakehead College.....	56-A-144	PFD-5552(d)56	3,720.05	5,955.19	9,675.24	.6006768
3667	Sanitary Sewer and Watermain	Lawrence from Connee to Lots 27-36 R. Plan 617...	55-B-269	PFD-3506(b)55	531.97	5,722.50	6,254.47	.3203381
3718	Sanitary Sewer and Watermain	Windsor from Junot to Carl.....	54-A-153 54-B-145 55-A-289 55-B-269	PFD-2898(b)	4,092.30	1,252.50	5,344.80	.3203381
				PFD-3506(b)55	34,748.35	6,135.00	40,883.35	.6406762
TOTAL.....					\$141,611.39	\$115,652.32	\$257,263.71	

## PART IV

By-LAW No.	NATURE OF WORK	STREET	Number of Certificate of Approval of Department of Health or The Ontario Water Resources Commission	Number of Order of Ontario Municipal Board	Cost			Annual Rate Foot Frontage for Owners' Portion
					Corporation	Owners	Total	
3871	Storm Sewer.....	Pringle from Balsam to Hartviksen.....	56-A-144	PFD-5552(d)56	\$ 5,313.15	\$ 750.00	\$ 6,063.15	.0854235
3871	Storm Sewer.....	Dewe from Merrill to Adams.....	56-A-144	PFD-5552(d)56	4,538.03	1,056.00	5,594.03	.0854234
3870	Storm Sewer.....	Dewe from Adams to Boulevard Lake.....	56-A-144	PFD-5552(e)56	3,239.10	464.00	3,703.10	.0854235
				TOTALS.....	\$13,090.28	\$ 2,270.00	\$15,360.28	

## PART V

By-LAW No.	NATURE OF WORK	STREET	Number of Certificate of Approval of Department of Health or The Ontario Water Resources Commission	Number of Order of Ontario Municipal Board	Cost			Annual Rate Foot Frontage for Owners' Portion
					Corporation	Owners	Total	
3938	House Sewer Connections and	.....	.....	PFD-6311-56	.....	.....	.....	.....
3939	House Water Connections	.....	.....	PFD-6311-56	.....	\$78,183.34	\$78,183.34	.....

## PART VI

	Corporation	Owner	Total
1. Opening, Improving and Grading...	\$ 4,574.43	\$ 9,446.07	\$ 14,020.50
2. Concrete Sidewalks. ....	1,646.19	16,394.82	18,041.01
3. Sanitary Sewers and Watermains...	141,611.39	115,652.32	257,263.71
4. Storm Sewers. ....	13,090.28	2,270.00	15,360.28
5. House Sewer and Water Connections .....	.....	78,183.34	78,183.34
	<b>\$160,922.29</b>	<b>\$221,946.55</b>	<b>\$382,868.84</b>

## Schedule "B"

## PART I

Term: 20 Years  
By-law No. 4289

Amount: \$382,868.84  
Interest: 5¾%

Deb. No.	Year	Interest	Principal	Annual Payment	Balance
1	1959	\$ 22,014.96	\$ 13,085.37	\$ 35,100.33	\$369,783.47
2	1960	21,262.54	13,837.79	35,100.33	355,945.68
3	1961	20,466.87	14,633.46	35,100.33	341,312.22
4	1962	19,625.44	15,474.89	35,100.33	325,837.33
5	1963	18,735.63	16,364.70	35,100.33	309,472.63
6	1964	17,794.66	13,999.86	31,794.52	295,472.77
7	1965	16,989.69	14,804.83	31,794.52	280,667.94
8	1966	16,138.39	15,656.13	31,794.52	265,011.81
9	1967	15,238.18	16,556.34	31,794.52	248,455.47
10	1968	14,286.18	17,508.34	31,794.52	230,947.13
11	1969	13,279.45	18,515.07	31,794.52	212,432.06
12	1970	12,214.84	19,579.68	31,794.52	192,852.38
13	1971	11,089.01	20,705.51	31,794.52	172,146.87
14	1972	9,898.45	21,896.07	31,794.52	150,250.80
15	1973	8,639.50	23,155.02	31,794.52	127,095.78
16	1974	7,308.00	22,659.19	29,967.19	104,436.59
17	1975	6,005.10	23,962.09	29,967.19	80,474.50
18	1976	4,627.28	25,339.91	29,967.19	55,134.59
19	1977	3,170.24	26,796.95	29,967.19	28,337.64
20	1978	1,629.55	28,337.64	29,967.19	.....
		<hr/>	<hr/>	<hr/>	<hr/>
		\$260,413.96	\$382,868.84	\$643,282.80	
		<hr/>	<hr/>	<hr/>	<hr/>

PART II  
OWNERS' SHARE

Term: 20 Years  
By-law No. 4289

Amount: \$221,946.55  
Interest: 5 $\frac{3}{4}$ %

Deb. No.	Year	Interest	Principal	Annual Payment	Balance
1	1959	\$ 12,761.93	\$ 7,877.91	\$ 20,639.84	\$214,087.45
2	1960	12,308.93	8,330.91	20,639.84	205,737.73
3	1961	11,829.91	8,809.93	20,639.84	196,927.80
4	1962	11,323.34	9,316.50	20,639.84	187,611.30
5	1963	10,787.63	9,852.21	20,639.84	177,759.09
6	1964	10,221.13	8,191.48	18,412.61	169,567.61
7	1965	9,750.15	8,662.46	18,412.61	160,905.15
8	1966	9,252.03	9,160.58	18,412.61	151,743.97
9	1967	8,725.32	9,687.29	18,412.61	142,057.28
10	1968	8,168.30	10,244.31	18,412.61	131,812.97
11	1969	7,579.24	10,833.37	18,412.61	120,979.60
12	1970	6,956.32	11,456.29	18,412.61	109,523.31
13	1971	6,297.59	12,115.02	18,412.61	97,408.29
14	1972	5,600.98	12,811.63	18,412.61	84,596.66
15	1973	4,864.35	13,548.26	18,412.61	71,048.40
16	1974	4,085.28	12,666.74	16,752.02	58,381.66
17	1975	3,356.95	13,395.07	16,752.02	44,986.59
18	1976	2,586.71	14,165.31	16,752.02	30,821.28
19	1977	1,772.22	14,979.80	16,752.02	15,841.48
20	1978	910.54	15,841.48	16,752.02	.....
		<u>\$149,138.85</u>	<u>\$221,946.55</u>	<u>\$371,085.40</u>	
		<u><u>\$149,138.85</u></u>	<u><u>\$221,946.55</u></u>	<u><u>\$371,085.40</u></u>	



PART III  
CITY'S SHARE

Term: 20 Years  
By-law No. 4289

Amount: \$160,922.29  
Interest: 5¼%

Deb. No.	Year	Interest	Principal	Annual Payment	Balance
1	1959	\$ 9,253.03	\$ 5,207.46	\$ 14,460.49	\$155,714.83
2	1960	8,953.61	5,506.88	14,460.49	150,207.95
3	1961	8,636.96	5,823.53	14,460.49	144,384.42
4	1962	8,302.10	6,158.39	14,460.49	138,226.03
5	1963	7,948.00	6,512.49	14,460.49	131,713.54
6	1964	7,573.53	5,808.38	13,381.91	125,905.16
7	1965	7,239.54	6,142.37	13,381.91	119,762.79
8	1966	6,886.36	6,495.55	13,381.91	113,267.24
9	1967	6,512.86	6,869.05	13,381.91	106,398.19
10	1968	6,117.88	7,264.03	13,381.91	99,134.16
11	1969	5,700.21	7,681.70	13,381.91	91,452.46
12	1970	5,258.52	8,123.39	13,381.91	83,329.07
13	1971	4,791.42	8,590.49	13,381.91	74,738.58
14	1972	4,297.47	9,084.44	13,381.91	65,654.14
15	1973	3,775.15	9,606.76	13,381.91	56,047.38
16	1974	3,222.72	9,992.45	13,215.17	46,054.93
17	1975	2,648.15	10,567.02	13,215.17	35,487.91
18	1976	2,040.55	11,174.62	13,215.17	24,313.29
19	1977	1,398.02	11,817.15	13,215.17	12,496.14
20	1978	719.03	12,496.14	13,215.17	.....
		<u>\$111,275.11</u>	<u>\$160,922.29</u>	<u>\$272,197.40</u>	<u>                    </u>
		=====	=====	=====	=====

An Act respecting  
the City of Port Arthur

---

*1st Reading*

February 17th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

---

MR. MAPLEDORAM

---

No. Pr37

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# **BILL**

**An Act respecting the Town of Mount Forest**

---

MR. EDWARDS

---

(PRIVATE BILL)

---

TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



No. Pr37

1959

# BILL

## An Act respecting the Town of Mount Forest

**W**HEREAS The Corporation of the Town of Mount Forest by its petition has prayed for special legislation to confirm and validate By-law No. 2018 and to provide for the use of surplus moneys collected thereunder; and whereas it is expedient to grant the prayer of the petition; Preamble

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.—**(1) By-law No. 2018 of The Corporation of the Town of Mount Forest, which was read a first and second time on the 4th day of February, 1952, set forth as the Schedule hereto, is hereby declared to be a by-law duly passed by the council of the Corporation and is confirmed and declared to be and to have been legal, valid and binding on and after the 4th day of February, 1952. By-law confirmed

(2) By-law No. 2018 of The Corporation of the Town of Mount Forest may be amended with the approval of the Ontario Municipal Board. Amendment of By-law

**2.** Notwithstanding anything contained in *The Municipal Act*, *The Public Utilities Act* or in any other Act, or in any other by-law of The Corporation of the Town of Mount Forest, rates heretofore collected under the authority of By-law No. 2018, and not required for the purposes therein set forth, may, at the discretion of the council of the Corporation be used and applied, firstly, to retire a bank loan of \$6,168.19 created in payment of the capital cost of extensions to the existing sewage collection system in the Town of Mount Forest and thereafter to the retirement of debentures heretofore issued under the authority of By-law No. 1089 of The Corporation of the Town of Mount Forest. Application of rates  
R.S.O. 1950.  
cc. 243, 320

**3.** This Act comes into force on the day it receives Royal Assent. Commencement

**4.** This Act may be cited as *The Town of Mount Forest Act, 1959*. Short title

## SCHEDULE

### [By-LAW NUMBER 2018

A By-LAW to rescind and replace By-law Number 2001.

WHEREAS it is deemed expedient to provide for the collection of sewer rentals and to make provisions for varying rates of sewer rentals according to the annual charges for principal and interest of debentures issued under authority of By-law Number 1089 and for the operation and maintenance of the sewage collection system within the Town of Mount Forest.

NOW THEREFORE the Corporation of the Town of Mount Forest by its Council enacts as follows:

1. Subject to the provisions hereinafter contained there shall be charged against all rateable property served with water connection in the area set forth in the schedule hereto annexed, a sewer rental charge at the rate of 200% of the annual charge of water service to each property within the said area.

2. Such rates shall be collected by the Public Utilities Commission of the Town of Mount Forest, in the same manner, at the same time and on the same basis of discount as water rates are collected within the same area, and paid to the Town Treasurer.

3. The sewer rentals so collected shall be applied:

- (a) in payment of one-half of the annual charge for principal and interest of debentures issued under the authority of By-law Number 1089;
- (b) in payment of the operating and maintenance charges of the sewage collection system, pumping stations and sewage disposal plant.

4. Notwithstanding the sewer rental rate of 200% of water rates as set forth in paragraph 1 hereof, the Council, with the approval of the Ontario Municipal Board, may annually or from time to time as the requirements for funds to defray the charges set out in paragraph 3 hereof may vary, establish new sewer rentals rates sufficient to defray the debenture charges and estimated costs of operation and maintenance of the sewage collection system as set forth in sub-section (a) and (b) of paragraph 3 hereof.

5. The provisions of *The Assessment Act* relating to the collection of arrears of taxes shall be applicable to the collection of arrears of sewer rental charges.

6. By-law Number 2001 is hereby repealed.

READ a first and second time this 4th day of February, 1952.

R. F. McLELLAN,  
*Mayor.*

A. J. KEAIS,  
*Reeve.*

*Schedule Referred to in**By-Law No. 2018*

Sligo Road—Main to Fergus.

Durham—Normanby to Egremont.

Birmingham—from a point 200' west of Colcleugh to Egremont.

Wellington—from a point 250' west of Normanby to Egremont.

King—from Queen to Egremont.

Queen—from Wellington to a point 250' west of Main and from  
Main to a point 200' west of Market.

Waterloo—Cork to Main.

Miller—John to Market.

Water—from Sewage Treatment Plant to John.

Fergus—from Sligo to Queen.

Main St.—from a point 526' north of Sligo Road to Birmingham.

Main St.—from Queen to Market.

Elgin—from Durham to King.

Normanby—from Durham to Queen.

Colcleugh—from Birmingham to Wellington.

Dublin—from Princess to Queen.

Arthur—from North Water to Queen.

William—from Waterloo to Queen.

John—from North Water to a point 125' south of Queen.

Market—from Miller to Queen.

Albert—from Queen to Egremont.

Peel—from a point 397' south of Queen to Queen.

James—from North Water to Queen.







An Act respecting  
the Town of Mount Forest

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. EDWARDS

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting the Town of Mount Forest

---

MR. EDWARDS

---



No. Pr37

1959

# BILL

## An Act respecting the Town of Mount Forest

**W**HEREAS The Corporation of the Town of Mount Forest by its petition has prayed for special legislation to confirm and validate By-law No. 2018 and to provide for the use of surplus moneys collected thereunder; and whereas it is expedient to grant the prayer of the petition; Preamble

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**3.** This Act comes into force on the day it receives Royal Assent. Commencement

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## SCHEDULE

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2. Such rates shall be collected by the Public Utilities Commission of the Town of Mount Forest, in the same manner, at the same time and on the same basis of discount as water rates are collected within the same area, and paid to the Town Treasurer.

3. The sewer rentals so collected shall be applied:

- (a) in payment of one-half of the annual charge for principal and interest of debentures issued under the authority of By-law Number 1089;
- (b) in payment of the operating and maintenance charges of the sewage collection system, pumping stations and sewage disposal plant.

4. Notwithstanding the sewer rental rate of 200% of water rates as set forth in paragraph 1 hereof, the Council, with the approval of the Ontario Municipal Board, may annually or from time to time as the requirements for funds to defray the charges set out in paragraph 3 hereof may vary, establish new sewer rentals rates sufficient to defray the debenture charges and estimated costs of operation and maintenance of the sewage collection system as set forth in sub-section (a) and (b) of paragraph 3 hereof.

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6. By-law Number 2001 is hereby repealed.

READ a first and second time this 4th day of February, 1952.

R. F. McLELLAN,  
Mayor.

A. J. KEAIS,  
Clerk.

*Schedule Referred to in**By-Law No. 2018*

Sligo Road—Main to Fergus.

Durham—Normanby to Egremont.

Birmingham—from a point 200' west of Colcleugh to Egremont.

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King—from Queen to Egremont.

Queen—from Wellington to a point 250' west of Main and from  
Main to a point 200' west of Market.

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Miller—John to Market.

Water—from Sewage Treatment Plant to John.

Fergus—from Sligo to Queen.

Main St.—from a point 526' north of Sligo Road to Birmingham.

Main St.—from Queen to Market.

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Normanby—from Durham to Queen.

Colcleugh—from Birmingham to Wellington.

Dublin—from Princess to Queen.

Arthur—from North Water to Queen.

William—from Waterloo to Queen.

John—from North Water to a point 125' south of Queen.

Market—from Miller to Queen.

Albert—from Queen to Egremont.

Peel—from a point 397' south of Queen to Queen.

James—from North Water to Queen.







An Act respecting  
the Town of Mount Forest

---

*1st Reading*

February 17th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

---

MR. EDWARDS

---

No. Pr38

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting the City of Kingston  
and Queen's University at Kingston

---

MR. RANKIN

---

(PRIVATE BILL)

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



No. Pr38

1959

# BILL

## An Act respecting the City of Kingston and Queen's University at Kingston

**W**HEREAS The Corporation of the City of Kingston Preamble  
and Queen's University at Kingston by their petition  
have prayed for special legislation in respect of the matters  
hereinafter set forth; and whereas it is expedient to grant the  
prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

**1.**—(1) The Corporation of the City of Kingston, herein Participa-  
called the "Corporation", may subscribe for and hold shares tion in  
in Kingston Mineral Developments Limited, herein called Company  
the "Company", a corporation incorporated or to be incor-  
porated under *The Corporations Act, 1953* to acquire by pur- 1953, c. 19  
chase, lease or otherwise, on the lands described in the Schedule  
hereto and not elsewhere, mines, mining lands, mining claims,  
mineral rights or any interests therein and to sell, lease, sub-  
lease or otherwise dispose of such mines, lands, claims, rights  
or interests and on any lease or sublease thereof to take and  
accept royalties therefrom, and may loan money to the  
Company on security of real or personal property or without  
security and may guarantee payment of money borrowed by  
it; provided that the aggregate of the money invested by the  
Corporation in shares of the Company and any money out-  
standing on loan by the Corporation to the Company, including  
money guaranteed by the Corporation on behalf of the  
Company, shall not exceed at any one time the sum of \$5,000  
without the approval of the Ontario Municipal Board.

(2) The Corporation may borrow money for the purposes Borrowing  
of subsection 1 without the assent of the electors and may powers  
issue debentures therefor.

**2.** Notwithstanding anything in *The Charitable Gifts Act* Participation  
or any other Act, Queen's University at Kingston may sub- in Company  
scribe for and hold shares in the Company without restriction by  
University  
R.S.O. 1950,  
c. 48

and may loan money to the Company on security of real or personal property or without security and may guarantee payment of money borrowed by it.

Municipal  
taxes

**3.** The Company, and its lessee or lessees, shall be subject to all municipal taxation.

Commence-  
ment

**4.** This Act comes into force on the day it receives Royal Assent.

Short title

**5.** This Act may be cited as *The City of Kingston and Queen's University at Kingston Act, 1959*.

## SCHEDULE

All those portions of the beds of the Cataraqui River (Rideau Canal), Lake Ontario and the St. Lawrence River situate, lying, and being in the City of Kingston and in the Township of Pittsburgh, County of Frontenac, which lie within the following described limits.

Premising that the bearings hereinafter mentioned are astronomical and are referred to the meridian through the north-west angle of lot 21, concession 1 in the geographical Township of Kingston now in the City of Kingston.

Bounded on the north by the most northerly limit of the City of Kingston as established in the year 1958;

Bounded on the west by a line drawn south 4 degrees 4 minutes and 30 seconds east from a concrete survey monument planted in the southerly limit of the Front Road at the high water mark on the westerly shore of Cataraqui Bay of Lake Ontario and which monument is located in lot 13 of the broken front concession in the geographical Township of Kingston, now in the City of Kingston;

Bounded on the east by a line drawn south 4 degrees 00 minutes east from the south-west angle of lot A fronting on the St. Lawrence River in the Township of Pittsburgh;

Bounded on the south by:

- (a) the high water mark of Lake Ontario along the northerly and easterly shores of Simcoe Island, and
- (b) by a line in Lake Ontario and the St. Lawrence River, every point of which is distant 1500 feet from the nearest point of the high water mark of Lake Ontario and the St. Lawrence River along the northerly shore of Wolfe Island.







An Act respecting the City of Kingston  
and Queen's University at Kingston

---

*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. RANKIN

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

**An Act respecting the City of Kingston  
and Queen's University at Kingston**

---

MR. RANKIN

---

*(Reprinted as amended by the Committee of the Whole House)*



No. Pr38

1959

# BILL

## An Act respecting the City of Kingston and Queen's University at Kingston

**W**HEREAS The Corporation of the City of Kingston <sup>Preamble</sup>  
and Queen's University at Kingston by their petition  
have prayed for special legislation in respect of the matters  
hereinafter set forth; and whereas it is expedient to grant the  
prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

**1.**—(1) The Corporation of the City of Kingston, herein <sup>Participa-</sup>  
called the "Corporation", may subscribe for and hold shares <sup>tion in</sup>  
in Kingston Mineral Developments Limited, herein called <sup>Company</sup>  
the "Company", a corporation incorporated or to be incor- <sup>by City</sup>  
porated under *The Corporations Act, 1953* to acquire by pur- <sup>1953, c. 19</sup>  
chase, lease or otherwise, on the lands described in the Schedule  
hereto and not elsewhere, mines, mining lands, mining claims,  
mineral rights or any interests therein and to sell, lease, sub-  
lease or otherwise dispose of such mines, lands, claims, rights  
or interests and on any lease or sublease thereof to take and  
accept royalties therefrom, and may loan money to the  
Company on security of real or personal property or without  
security and may guarantee payment of money borrowed by  
it; provided that the aggregate of the money invested by the  
Corporation in shares of the Company and any money out-  
standing on loan by the Corporation to the Company, including  
money guaranteed by the Corporation on behalf of the  
Company, shall not exceed at any one time the sum of \$5,000  
without the approval of the Ontario Municipal Board.

(2) The Corporation may borrow money for the purposes <sup>Borrowing</sup>  
of subsection 1 without the assent of the electors and may <sup>powers</sup>  
issue debentures therefor.

**2.** Notwithstanding anything in *The Charitable Gifts Act* <sup>Participation</sup>  
or any other Act, Queen's University at Kingston may sub- <sup>in Company</sup>  
scribe for and hold shares in the Company without restriction <sup>by</sup>  
<sup>University</sup>  
<sup>R.S.O. 1950,</sup>  
<sup>c. 48</sup>

and may loan money to the Company on security of real or personal property or without security and may guarantee payment of money borrowed by it; provided that the aggregate of the money invested by the University in shares of the Company and any money outstanding on loan by the University to the Company, including money guaranteed by the University on behalf of the Company, shall not exceed at any one time the sum of \$10,000.

Municipal  
taxes

**3.** The Company, and its lessee or lessees, shall be subject to all municipal taxation.

Commence-  
ment

**4.** This Act comes into force on the day it receives Royal Assent.

Short title

**5.** This Act may be cited as *The City of Kingston and Queen's University at Kingston Act, 1959*.

## SCHEDULE

All those portions of the beds of the Cataraqui River (Rideau Canal), Lake Ontario and the St. Lawrence River situate, lying, and being in the City of Kingston and in the Township of Pittsburgh, County of Frontenac, which lie within the following described limits.

Premising that the bearings hereinafter mentioned are astronomical and are referred to the meridian through the north-west angle of lot 21, concession 1 in the geographical Township of Kingston now in the City of Kingston.

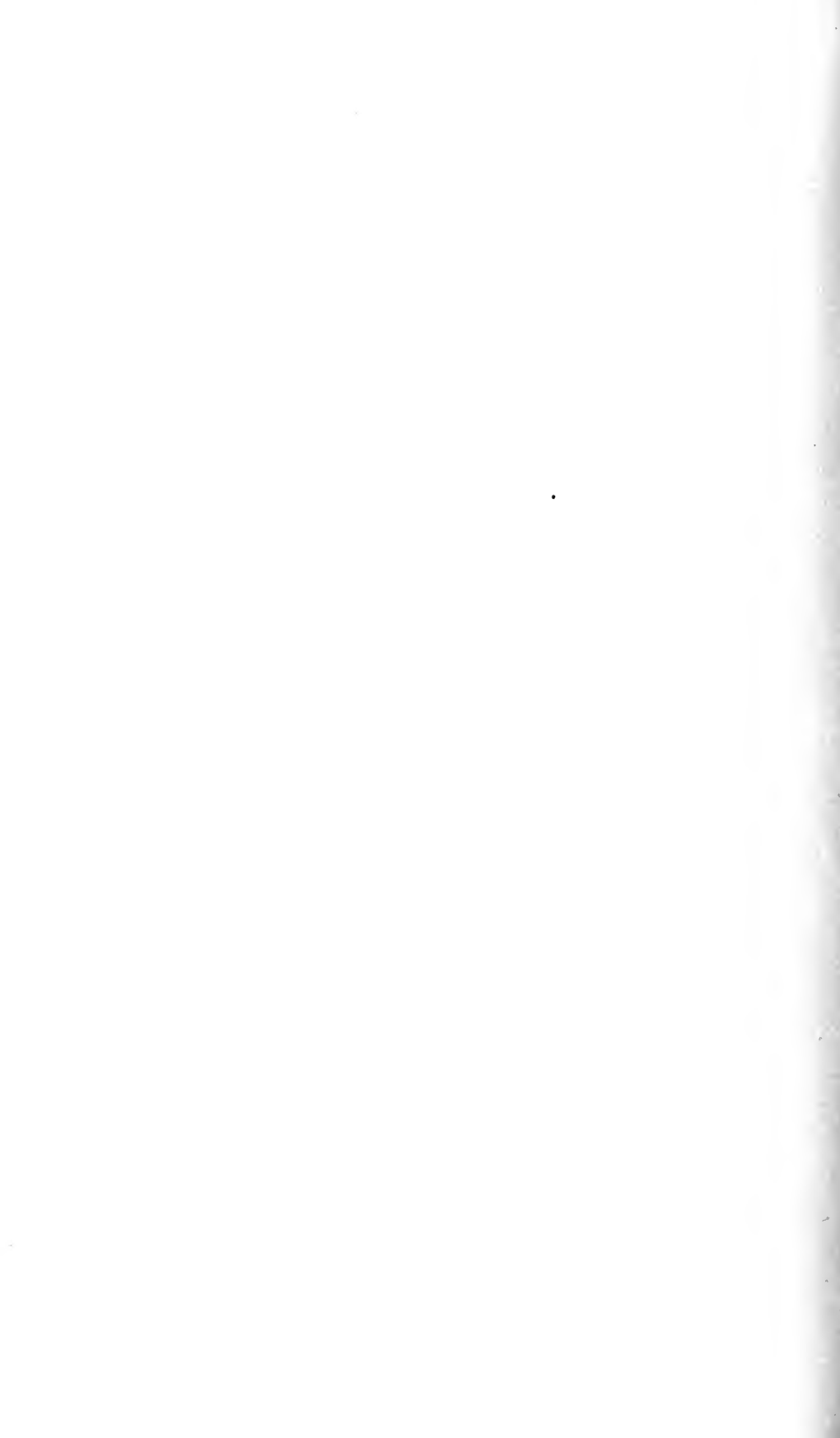
Bounded on the north by the most northerly limit of the City of Kingston as established in the year 1958;

Bounded on the west by a line drawn south 4 degrees 4 minutes and 30 seconds east from a concrete survey monument planted in the southerly limit of the Front Road at the high water mark on the westerly shore of Cataraqui Bay of Lake Ontario and which monument is located in lot 13 of the broken front concession in the geographical Township of Kingston, now in the City of Kingston;

Bounded on the east by a line drawn south 4 degrees 00 minutes east from the south-west angle of lot A fronting on the St. Lawrence River in the Township of Pittsburgh;

Bounded on the south by:

- (a) the high water mark of Lake Ontario along the northerly and easterly shores of Simcoe Island, and
- (b) by a line in Lake Ontario and the St. Lawrence River, every point of which is distant 1500 feet from the nearest point of the high water mark of Lake Ontario and the St. Lawrence River along the northerly shore of Wolfe Island.







An Act respecting the City of Kingston  
and Queen's University at Kingston

---

*1st Reading*

February 17th, 1959

*2nd Reading*

March 13th, 1959

*3rd Reading*

---

MR. RANKIN

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*(Reprinted as amended by the Committee  
of the Whole House)*

No. Pr38

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting the City of Kingston  
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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
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No. Pr38

1959

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**1.**—(1) The Corporation of the City of Kingston, herein Participa-  
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chase, lease or otherwise, on the lands described in the Schedule  
hereto and not elsewhere, mines, mining lands, mining claims,  
mineral rights or any interests therein and to sell, lease, sub-  
lease or otherwise dispose of such mines, lands, claims, rights  
or interests and on any lease or sublease thereof to take and  
accept royalties therefrom, and may loan money to the  
Company on security of real or personal property or without  
security and may guarantee payment of money borrowed by  
it; provided that the aggregate of the money invested by the  
Corporation in shares of the Company and any money out-  
standing on loan by the Corporation to the Company, including  
money guaranteed by the Corporation on behalf of the  
Company, shall not exceed at any one time the sum of \$5,000  
without the approval of the Ontario Municipal Board.

(2) The Corporation may borrow money for the purposes Borrowing  
powers  
of subsection 1 without the assent of the electors and may  
issue debentures therefor.

**2.** Notwithstanding anything in *The Charitable Gifts Act* Participation  
in Company  
by  
University  
R.S.O. 1950,  
c. 48  
or any other Act, Queen's University at Kingston may sub-  
scribe for and hold shares in the Company without restriction

and may loan money to the Company on security of real or personal property or without security and may guarantee payment of money borrowed by it; provided that the aggregate of the money invested by the University in shares of the Company and any money outstanding on loan by the University to the Company, including money guaranteed by the University on behalf of the Company, shall not exceed at any one time the sum of \$10,000.

Municipal  
taxes

**3.** The Company, and its lessee or lessees, shall be subject to all municipal taxation.

Commence-  
ment

**4.** This Act comes into force on the day it receives Royal Assent.

Short title

**5.** This Act may be cited as *The City of Kingston and Queen's University at Kingston Act, 1959*.

## SCHEDULE

All those portions of the beds of the Cataraqui River (Rideau Canal), Lake Ontario and the St. Lawrence River situate, lying, and being in the City of Kingston and in the Township of Pittsburgh, County of Frontenac, which lie within the following described limits.

Premising that the bearings hereinafter mentioned are astronomical and are referred to the meridian through the north-west angle of lot 21, concession 1 in the geographical Township of Kingston now in the City of Kingston.

Bounded on the north by the most northerly limit of the City of Kingston as established in the year 1958;

Bounded on the west by a line drawn south 4 degrees 4 minutes and 30 seconds east from a concrete survey monument planted in the southerly limit of the Front Road at the high water mark on the westerly shore of Cataraqui Bay of Lake Ontario and which monument is located in lot 13 of the broken front concession in the geographical Township of Kingston, now in the City of Kingston;

Bounded on the east by a line drawn south 4 degrees 00 minutes east from the south-west angle of lot A fronting on the St. Lawrence River in the Township of Pittsburgh;

Bounded on the south by:

- (a) the high water mark of Lake Ontario along the northerly and easterly shores of Simcoe Island, and
- (b) by a line in Lake Ontario and the St. Lawrence River, every point of which is distant 1500 feet from the nearest point of the high water mark of Lake Ontario and the St. Lawrence River along the northerly shore of Wolfe Island.







An Act respecting the City of Kingston  
and Queen's University at Kingston

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*1st Reading*

February 17th, 1959

*2nd Reading*

March 13th, 1959

*3rd Reading*

March 17th, 1959

---

MR. RANKIN

---

No. Pr39

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting the Township of Teck

---

MR. HERBERT

---

(PRIVATE BILL)

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



No. Pr39

1959

# BILL

## An Act respecting the Township of Teck

**W**HEREAS The Corporation of the Township of Teck <sup>Preamble</sup> by its petition has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

- 1.** The Corporation of the Township of Teck shall have <sup>Fluoridation of public water supply authorized</sup> authority to establish and operate a system for the fluoridation of its public water supply.
- 2.** This Act comes into force on the day it receives Royal <sup>Commence-</sup> Assent.<sup>ment</sup>
- 3.** This Act may be cited as *The Township of Teck Act*, <sup>Short title</sup> 1959.

An Act respecting  
the Township of Teck

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. HERBERT

---

(*Private Bill*)

No. Pr40

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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**BILL**  
**An Act respecting the City of Woodstock**

---

MR. INNES

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(PRIVATE BILL)

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr40

1959

# BILL

## An Act respecting the City of Woodstock

**W**HEREAS The Corporation of the City of Woodstock, <sup>Preamble</sup>  
 herein called the Corporation, by its petition has prayed  
 for special legislation in respect of the matters hereinafter  
 set forth; and whereas it is expedient to grant the prayer of  
 the petition;

Therefore, Her Majesty, by and with the advice and consent  
 of the Legislative Assembly of the Province of Ontario, enacts  
 as follows:

**1.**—(1) For the year 1961 and thereafter, the council of the <sup>Composition</sup>  
 Corporation shall consist of a mayor and eight aldermen to <sup>of council</sup>  
 be elected by general vote.

(2) At the annual municipal election in the year 1959 and <sup>Election of</sup>  
 at each annual election thereafter, there shall be elected four <sup>aldermen</sup>  
 aldermen who shall hold office for a two-year term.

**2.** This Act comes into force on the day it receives Royal <sup>Commence-</sup>  
 Assent. <sup>ment</sup>

**3.** This Act may be cited as *The City of Woodstock Act, 1959.* <sup>Short title</sup>

An Act respecting  
the City of Woodstock

---

*1st Reading*

*2nd Reading*

*3rd Reading*

---

MR. INNES

---

(*Private Bill*)

No. Pr40

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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**BILL**  
**An Act respecting the City of Woodstock**

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MR. INNES

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



No. Pr40

1959

# BILL

## An Act respecting the City of Woodstock

**W**HEREAS The Corporation of the City of Woodstock, Preamble  
 herein called the Corporation, by its petition has prayed  
 for special legislation in respect of the matters hereinafter  
 set forth; and whereas it is expedient to grant the prayer of  
 the petition;

Therefore, Her Majesty, by and with the advice and consent  
 of the Legislative Assembly of the Province of Ontario, enacts  
 as follows:

**1.**—(1) For the year 1961 and thereafter, the council of the Composition  
 Corporation shall consist of a mayor and eight aldermen to of council  
 be elected by general vote.

(2) At the annual municipal election in the year 1959 and Election of  
 at each annual election thereafter, there shall be elected four aldermen  
 aldermen who shall hold office for a two-year term.

**2.** This Act comes into force on the day it receives Royal Commence-  
 Assent. ment

**3.** This Act may be cited as *The City of Woodstock Act, 1959*. Short title

An Act respecting  
the City of Woodstock

---

*1st Reading*

February 17th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

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MR. INNES

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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**BILL**  
**An Act respecting the Village of Cayuga**

---

MR. McNEIL

---

(PRIVATE BILL)





No. Pr41

1959

# BILL

## An Act respecting the Village of Cayuga

**W**HEREAS The Corporation of the Village of Cayuga Preamble has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** The lands situate, lying and being in the Village of Cayuga, in the County of Haldimand, registered in the name of "The County of Haldimand Electoral District Agricultural Society" by an instrument dated the 1st day of February, 1893, and registered in the Registry Office for the Registry Division of the County of Haldimand on the 11th day of February, 1893, as No. 965, and the lands situate, lying and being in the Village of Cayuga, in the County of Haldimand, registered in the name of "The County of Haldimand Agricultural and Arts Society" by an instrument dated the 12th day of December, 1882, and registered in the Registry Office for the Registry Division of the County of Haldimand on the 23rd day of December, 1882, as No. 491, which said lands are more particularly described in the Schedule hereto, shall be and the same are hereby vested in fee simple in The Corporation of the Village of Cayuga. Lands vested in Village of Cayuga

**2.** This Act comes into force on the day it receives Royal Assent. Commencement

**3.** This Act may be cited as *The Village of Cayuga Act, 1959*. Short title

## SCHEDULE

ALL AND SINGULAR those certain parcels or tracts of land and premises, situate, lying and being in the Village of Cayuga, in the County of Haldimand and Province of Ontario, and being composed of Lots Numbers Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen and Sixteen on the South side of Hill street; Lots Numbers Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen and Sixteen on the North side of Victoria Street; Lots Numbers Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen and Sixteen on the South side of Victoria Street, and Lots Numbers Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen and Sixteen on the North side of Obadiah Street, all in the Village of Cayuga aforesaid.

ALL AND SINGULAR those certain parcels or tracts of land and premises, situate, lying and being in the Village of Cayuga, in the County of Haldimand, and being composed of that part of Hill Street between Lots Nine and Sixteen inclusive; part of Victoria Street between Lots Nine and Sixteen inclusive; part of Martin Street from Hill Street to Lot Eleven North of Obadiah Street, and part of Johnson Street from Hill Street to Lot Fourteen North of Obadiah Street on the East side of the Grand River in the said Village of Cayuga, and heretofore permanently stopped up and closed.







An Act respecting the Village of Cayuga

---

*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

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MR. McNEIL

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(*Private Bill*)

No. Pr41

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# **BILL**

**An Act respecting the Village of Cayuga**

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**MR. McNEIL**

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr41

1959

# BILL

## An Act respecting the Village of Cayuga

**W**HEREAS The Corporation of the Village of Cayuga Preamble has prayed for special legislation in respect of the matter hereinafter set forth; and whereas it is expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. The lands situate, lying and being in the Village of Cayuga, in the County of Haldimand, registered in the name of "The County of Haldimand Electoral District Agricultural Society" by an instrument dated the 1st day of February, 1893, and registered in the Registry Office for the Registry Division of the County of Haldimand on the 11th day of February, 1893, as No. 965, and the lands situate, lying and being in the Village of Cayuga, in the County of Haldimand, registered in the name of "The County of Haldimand Agricultural and Arts Society" by an instrument dated the 12th day of December, 1882, and registered in the Registry Office for the Registry Division of the County of Haldimand on the 23rd day of December, 1882, as No. 491, which said lands are more particularly described in the Schedule hereto, shall be and the same are hereby vested in fee simple in The Corporation of the Village of Cayuga. Lands vested in Village of Cayuga

2. This Act comes into force on the day it receives Royal Commence-  
ment Assent.

3. This Act may be cited as *The Village of Cayuga Act, 1959*. Short title

## SCHEDULE

ALL AND SINGULAR those certain parcels or tracts of land and premises, situate, lying and being in the Village of Cayuga, in the County of Haldimand and Province of Ontario, and being composed of Lots Numbers Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen and Sixteen on the South side of Hill street; Lots Numbers Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen and Sixteen on the North side of Victoria Street; Lots Numbers Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen and Sixteen on the South side of Victoria Street, and Lots Numbers Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen and Sixteen on the North side of Obadiah Street, all in the Village of Cayuga aforesaid.

ALL AND SINGULAR those certain parcels or tracts of land and premises, situate, lying and being in the Village of Cayuga, in the County of Haldimand, and being composed of that part of Hill Street between Lots Nine and Sixteen inclusive; part of Victoria Street between Lots Nine and Sixteen inclusive; part of Martin Street from Hill Street to Lot Eleven North of Obadiah Street, and part of Johnson Street from Hill Street to Lot Fourteen North of Obadiah Street on the East side of the Grand River in the said Village of Cayuga, and heretofore permanently stopped up and closed.







An Act respecting the Village of Cayuga

---

*1st Reading*

February 17th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

---

MR. MCNEIL

---

No. Pr42

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

# BILL

An Act respecting the Roman Catholic Separate School  
Board of the City of Sault Ste. Marie

---

MR. LYONS

---

(PRIVATE BILL)

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





No. Pr42

1959

# BILL

## An Act respecting the Roman Catholic Separate School Board of the City of Sault Ste. Marie

**W**HEREAS The Board of Trustees of the Roman Catholic Separate Schools for the City of Sault Ste. Marie has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition; Preamble

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** The term of office for the present trustees of The Board of Trustees of the Roman Catholic Separate Schools for the City of Sault Ste. Marie shall terminate on the 31st day of December, 1959. Present trustees, term of office

**2.** Notwithstanding the provisions of *The Separate Schools Act*, an election by general vote, without regard to wards or ward boundaries, by the resident ratepayers who are supporters of the separate schools of the City of Sault Ste. Marie for the trustees of the Board, shall be held in the year 1959 and every second year thereafter at the same time and place and by the same returning officer or officers and shall be conducted in the same manner as the municipal nominations and elections in and for the City of Sault Ste. Marie, and the provisions of *The Municipal Act* respecting the time and manner of holding nominations for elections, including the method of receiving nominations for office, the resignation of persons nominated and declarations of qualifications of office, shall apply *mutatis mutandis* to such and all subsequent elections. Election of trustees by general vote  
R.S.O. 1950, cc. 356, 243

**3.** The term of office for the trustees shall be for a period of two years. Term of office

**4.** This Act comes into force on the day it receives Royal Assent. Commencement

**5.** This Act may be cited as *The City of Sault Ste. Marie Separate School Board Act, 1959*. Short title

An Act respecting the Roman Catholic  
Separate School Board of the City of  
Sault Ste. Marie

---

*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. LYONS

---

(*Private Bill*)

No. Pr42

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

## BILL

An Act respecting the Roman Catholic Separate School  
Board of the City of Sault Ste. Marie

---

MR. LYONS

---

*(Reprinted as amended by the Committee on Private Bills)*

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



No. Pr42

1959

# BILL

## An Act respecting the Roman Catholic Separate School Board of the City of Sault Ste. Marie

**W**HEREAS The Board of Trustees of the Roman Catholic Separate Schools for the City of Sault Ste. Marie has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition; Preamble

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

**1.** The term of office for the present trustees of The Board of Trustees of the Roman Catholic Separate Schools for the City of Sault Ste. Marie shall terminate on the 31st day of December, 1959. Present trustees, term of office

**2.** Notwithstanding the provisions of *The Separate Schools Act*, an election by the supporters of the separate schools of the City of Sault Ste. Marie for the trustees of the Board shall be held in the year 1959 and every second year thereafter at the same time and place and by the same returning officer or officers and shall be conducted in the same manner as the municipal nominations and elections in and for the City of Sault Ste. Marie, and the provisions of *The Municipal Act* respecting the time and manner of holding nominations for elections, including the method of receiving nominations for office, the resignation of persons nominated and declarations of qualifications of office, shall apply *mutatis mutandis* to such and all subsequent elections. Election of trustees by general vote  
R.S.O. 1950,  
cc. 356, 243

**3.** The term of office for the trustees shall be for a period of two years. Term of office

**4.** This Act comes into force on the day it receives Royal Assent. Commencement

**5.** This Act may be cited as *The City of Sault Ste. Marie Separate School Board Act, 1959*. Short title

An Act respecting the Roman Catholic  
Separate School Board of the City of  
Sault Ste. Marie

---

*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. LYONS

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*(Reprinted as amended by the Committee  
on Private Bills)*

No. Pr42

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

---

## BILL

**An Act respecting the Roman Catholic Separate School  
Board of the City of Sault Ste. Marie**

---

MR. LYONS

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY





# BILL

## An Act respecting the Roman Catholic Separate School Board of the City of Sault Ste. Marie

**W**HEREAS The Board of Trustees of the Roman Catholic Separate Schools for the City of Sault Ste. Marie has prayed for special legislation in respect of the matters hereinafter set forth; and whereas it is expedient to grant the prayer of the petition; Preamble

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1. The term of office for the present trustees of The Board of Trustees of the Roman Catholic Separate Schools for the City of Sault Ste. Marie shall terminate on the 31st day of December, 1959. Present trustees, term of office

2. Notwithstanding the provisions of *The Separate Schools Act*, an election by the supporters of the separate schools of the City of Sault Ste. Marie for the trustees of the Board shall be held in the year 1959 and every second year thereafter at the same time and place and by the same returning officer or officers and shall be conducted in the same manner as the municipal nominations and elections in and for the City of Sault Ste. Marie, and the provisions of *The Municipal Act* respecting the time and manner of holding nominations for elections, including the method of receiving nominations for office, the resignation of persons nominated and declarations of qualifications of office, shall apply *mutatis mutandis* to such and all subsequent elections. Election of trustees by general vote  
R.S.O. 1950, cc. 356, 243

3. The term of office for the trustees shall be for a period of two years. Term of office

4. This Act comes into force on the day it receives Royal Assent. Commencement

5. This Act may be cited as *The City of Sault Ste. Marie Separate School Board Act, 1959*. Short title

**An Act respecting the Roman Catholic  
Separate School Board of the City of  
Sault Ste. Marie**

---

*1st Reading*

February 17th, 1959

*2nd Reading*

March 4th, 1959

*3rd Reading*

March 16th, 1959

---

MR. LYONS

---

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting the City of Hamilton

---

MR. ELLIOTT

---

(PRIVATE BILL)



No. Pr43

1959

# BILL

## An Act respecting the City of Hamilton

**W**HEREAS The Corporation of the City of Hamilton Preamble  
by its petition has prayed for special legislation in  
respect of the matters hereinafter set forth; and whereas it is  
expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

1.—(1) The lands described in the Schedule hereto are Lands  
vested in  
Corporation  
hereby vested in The Corporation of the City of Hamilton,  
freed from all trusts, covenants or other restrictions affecting  
the lands.

(2) The Corporation of the City of Hamilton, with respect Powers re  
land  
to the lands, may exercise any of its powers under *The* R.S.O. 1950,  
c. 243  
*Municipal Act*.

2. Section 3 of *The City of Hamilton Act, 1956* is repealed 1956, c. 105,  
s. 3,  
re-enacted  
and the following substituted therefor:

3. Notwithstanding the provisions of any general or Payments  
of amounts  
recovered  
in actions  
to  
employees  
private Act, where in any action or settlement  
arising out of an accident to an employee, occurring  
in the course of his employment, the Corporation  
recovers or receives from the person against whom  
the action lies or is brought a larger amount, exclusive  
of costs, than the amount of moneys paid or other  
benefits extended by the Corporation to or on behalf  
of the employee as a result of the accident, the  
Corporation may pay the surplus amount recovered  
or received,

(a) to the employee; or

(b) in the event of the death of the employee, to  
one or more of his dependants or to his estate,

upon such terms and conditions as the Corporation  
deems expedient.

Commence-  
ment

**3.** This Act comes into force on the day it receives  
Royal Assent.

Short title

**4.** This Act may be cited as *The City of Hamilton Act, 1959*.

## SCHEDULE

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of Hamilton, in the County of Wentworth and Province of Ontario and being composed of part of David Kirkendall's Survey, registered in the Registry Office for the Registry Division of the County of Wentworth as Plan No. 39, and part of Andrew Miller's Seven Acre Tract, being in the block bounded by James Street, Merrick Street, MacNab Street and Market Square in the City of Hamilton, and which said parcel may be more particularly described as follows,

- (a) commencing at a point in the southern limit of Merrick Street, distant therein westerly one hundred and seventy feet and five and one-quarter inches ( $170' 5\frac{1}{4}"$ ) from the western limit of James Street, and
- (b) thence continuing westerly along the said southern limit of Merrick Street, two hundred feet and three inches ( $200' 3"$ ) more or less to the eastern limit of MacNab Street, and
- (c) thence southerly along the said eastern limit of MacNab Street, two hundred and ninety-two feet and ten and three-quarter inches ( $292' 10\frac{3}{4}"$ ) more or less to the northern limit of Market Square, as defined by City of Hamilton By-law No. 7583, and
- (d) thence easterly along the said northern limit of Market Square, two hundred and seventeen feet and seven and one-half inches ( $217' 7\frac{1}{2}"$ ) more or less to the production southerly of the western limit of a twenty-foot ( $20' 0"$ ) right-of-way granted to the T. Eaton Company Limited by Instrument No. 269534 N.S., and
- (e) thence northerly to and along the western limit of the said right-of-way, three hundred and seventy-five feet and two and one-half inches ( $375' 2\frac{1}{2}"$ ) more or less to the place of beginning.







An Act respecting  
the City of Hamilton

---

*1st Reading*

February 17th, 1959

*2nd Reading*

*3rd Reading*

---

MR. ELLIOT

---

(*Private Bill*)

5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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---

# BILL

An Act respecting the City of Hamilton

---

MR. ELLIOTT

---

*(Reprinted as amended by the Committee of the Whole House)*



No. Pr43

1959

# BILL

## An Act respecting the City of Hamilton

**W**HEREAS The Corporation of the City of Hamilton Preamble  
by its petition has prayed for special legislation in  
respect of the matters hereinafter set forth; and whereas it is  
expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

**1.** The lands described in the Schedule hereto are hereby Lands  
vested in  
Corporation  
vested in The Corporation of the City of Hamilton, freed  
from all trusts, covenants, restrictions or other defects affecting  
the lands, except where there are trusts, covenants or other  
restrictions requiring any part of the lands to be used for  
market purposes, in which case the Corporation,

(a) may exercise, respecting such lands, any or all of its  
powers under *The Municipal Act* or any Act respect- R.S.O. 1950,  
c. 243  
ing the City of Hamilton; and

(b) shall, in addition to any other use, permit the use of  
such lands for market purposes in accordance with  
any by-laws or resolutions passed by the council  
of the Corporation under the provisions of *The  
Municipal Act* or any Act respecting the City of  
Hamilton affecting markets, but the provisions of  
this paragraph shall not be deemed to restrict the  
Corporation in the exercise of any of its powers  
respecting any of such lands required for highway  
purposes.

**2.** Section 3 of *The City of Hamilton Act, 1956* is repealed 1956, c. 105,  
s. 3,  
re-enacted  
and the following substituted therefor:

**3.** Notwithstanding the provisions of any general or Payments  
of amounts  
recovered  
in actions  
to  
employees  
private Act, where in any action or settlement  
arising out of an accident to an employee, occurring  
in the course of his employment, the Corporation

recovers or receives from the person against whom the action lies or is brought a larger amount, exclusive of costs, than the amount of moneys paid or other benefits extended by the Corporation to or on behalf of the employee as a result of the accident, the Corporation may pay the surplus amount recovered or received,

(a) to the employee; or

(b) in the event of the death of the employee, to one or more of his dependants or to his estate,

upon such terms and conditions as the Corporation deems expedient.

Commence-  
ment

**3.** This Act comes into force on the day it receives Royal Assent.

Short title

**4.** This Act may be cited as *The City of Hamilton Act, 1959*.

## SCHEDULE

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of Hamilton, in the County of Wentworth and Province of Ontario and being composed of part of David Kirkendall's Survey, registered in the Registry Office for the Registry Division of the County of Wentworth as Plan No. 39, and part of Andrew Miller's Seven Acre Tract, being in the block bounded by James Street, Merrick Street, MacNab Street and Market Square in the City of Hamilton, and which said parcel may be more particularly described as follows,

- (a) commencing at a point in the southern limit of Merrick Street, distant therein westerly one hundred and seventy feet and five and one-quarter inches ( $170' 5\frac{1}{4}"$ ) from the western limit of James Street, and
- (b) thence continuing westerly along the said southern limit of Merrick Street, two hundred feet and three inches ( $200' 3"$ ) more or less to the eastern limit of MacNab Street, and
- (c) thence southerly along the said eastern limit of MacNab Street, two hundred and ninety-two feet and ten and three-quarter inches ( $292' 10\frac{3}{4}"$ ) more or less to the northern limit of Market Square, as defined by City of Hamilton By-law No. 7583, and
- (d) thence easterly along the said northern limit of Market Square, two hundred and seventeen feet and seven and one-half inches ( $217' 7\frac{1}{2}"$ ) more or less to the production southerly of the western limit of a twenty-foot ( $20' 0"$ ) right-of-way granted to the T. Eaton Company Limited by Instrument No. 269534 N.S., and
- (e) thence northerly to and along the western limit of the said right-of-way, three hundred and seventy-five feet and two and one-half inches ( $375' 2\frac{1}{2}"$ ) more or less to the place of beginning.







*An Act respecting  
the City of Hamilton*

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*1st Reading*

February 17th, 1959

*2nd Reading*

March 17th, 1959

*3rd Reading*

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MR. ELLIOTT

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*(Reprinted as amended by the  
Committee of the Whole House)*

No. Pr43

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5TH SESSION, 25TH LEGISLATURE, ONTARIO  
7-8 ELIZABETH II, 1959

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# BILL

An Act respecting the City of Hamilton

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MR. ELLIOTT

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TORONTO  
PRINTED AND PUBLISHED BY BAPTIST JOHNSTON  
PRINTER TO THE QUEEN'S MOST EXCELLENT MAJESTY



No. Pr43

1959

# BILL

## An Act respecting the City of Hamilton

**W**HEREAS The Corporation of the City of Hamilton Preamble  
by its petition has prayed for special legislation in  
respect of the matters hereinafter set forth; and whereas it is  
expedient to grant the prayer of the petition;

Therefore, Her Majesty, by and with the advice and consent  
of the Legislative Assembly of the Province of Ontario, enacts  
as follows:

1. The lands described in the Schedule hereto are hereby Lands  
vested in The Corporation of the City of Hamilton, freed vested in  
from all trusts, covenants, restrictions or other defects affecting Corporation  
the lands, except where there are trusts, covenants or other  
restrictions requiring any part of the lands to be used for  
market purposes, in which case the Corporation,

(a) may exercise, respecting such lands, any or all of its  
powers under *The Municipal Act* or any Act respect- R.S.O. 1950,  
ing the City of Hamilton; and c. 243

(b) shall, in addition to any other use, permit the use of  
such lands for market purposes in accordance with  
any by-laws or resolutions passed by the council  
of the Corporation under the provisions of *The*  
*Municipal Act* or any Act respecting the City of  
Hamilton affecting markets, but the provisions of  
this paragraph shall not be deemed to restrict the  
Corporation in the exercise of any of its powers  
respecting any of such lands required for highway  
purposes.

2. Section 3 of *The City of Hamilton Act, 1956* is repealed 1956, c. 105,  
and the following substituted therefor: s. 3,  
re-enacted

3. Notwithstanding the provisions of any general or Payments  
private Act, where in any action or settlement of amounts  
arising out of an accident to an employee, occurring recovered  
in the course of his employment, the Corporation in actions  
to employees

recovers or receives from the person against whom the action lies or is brought a larger amount, exclusive of costs, than the amount of moneys paid or other benefits extended by the Corporation to or on behalf of the employee as a result of the accident, the Corporation may pay the surplus amount recovered or received,

(a) to the employee; or

(b) in the event of the death of the employee, to one or more of his dependants or to his estate,

upon such terms and conditions as the Corporation deems expedient.

Commence-  
ment

**3.** This Act comes into force on the day it receives Royal Assent.

Short title

**4.** This Act may be cited as *The City of Hamilton Act, 1959*.

## SCHEDULE

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of Hamilton, in the County of Wentworth and Province of Ontario and being composed of part of David Kirkendall's Survey, registered in the Registry Office for the Registry Division of the County of Wentworth as Plan No. 39, and part of Andrew Miller's Seven Acre Tract, being in the block bounded by James Street, Merrick Street, MacNab Street and Market Square in the City of Hamilton, and which said parcel may be more particularly described as follows,

- (a) commencing at a point in the southern limit of Merrick Street, distant therein westerly one hundred and seventy feet and five and one-quarter inches ( $170' 5\frac{1}{4}"$ ) from the western limit of James Street, and
- (b) thence continuing westerly along the said southern limit of Merrick Street, two hundred feet and three inches ( $200' 3"$ ) more or less to the eastern limit of MacNab Street, and
- (c) thence southerly along the said eastern limit of MacNab Street, two hundred and ninety-two feet and ten and three-quarter inches ( $292' 10\frac{3}{4}"$ ) more or less to the northern limit of Market Square, as defined by City of Hamilton By-law No. 7583, and
- (d) thence easterly along the said northern limit of Market Square, two hundred and seventeen feet and seven and one-half inches ( $217' 7\frac{1}{2}"$ ) more or less to the production southerly of the western limit of a twenty-foot ( $20' 0"$ ) right-of-way granted to the T. Eaton Company Limited by Instrument No. 269534 N.S., and
- (e) thence northerly to and along the western limit of the said right-of-way, three hundred and seventy-five feet and two and one-half inches ( $375' 2\frac{1}{2}"$ ) more or less to the place of beginning.







An Act respecting  
the City of Hamilton

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*1st Reading*

February 17th, 1959

*2nd Reading*

March 17th, 1959

*3rd Reading*

March 25th, 1959

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MR. ELLIOTT

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